CITY OF LAFAYETTE

Board of Public Works and Safety
Lafayette City Hall: Common Council Chambers
Caucus is Tuesday at 8:30AM in Board of Works room

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Meeting: June 16, 2020

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

a. June 9, 2020

Documents:

06092020.pdf

BID OPENING

a. Utility Emergency Response Program For 2020-2021

BIDS UNDER ADVISEMENT

a. Loeb Stadium-Video Display Board

NEW BUSINESS

**Engineering**

a. Contract-Haggerty Pointe Storm Sewer Extension Project

Documents:

Contract-Haggerty Pointe Storm Sewer Extension.pdf

b. Notice To Proceed-Haggerty Pointe Storm Sewer Extension Project

Documents:

Notice to Proceed-Haggerty Pointe Storm.pdf

c. Contract With EMCS-Bonlou Drive Traffic Signal Project

Documents:

Contract with EMCS-Bonlou Drive Traffic Signal Project.pdf

**Economic Development**

a. 2020 Permanent Supportive Housing Rental Assistance Contract

Documents:

2020 Permanent Supportive Housing Rental Assistance Contract.pdf

**Purchasing**

a. Vehicle Trade-In Authorization-Police Department

Documents:

Vehicle Transfer Authorization.pdf

b. Declaration Of Surplus Property-Fleet Maintenance

Documents:

Surplus Property-Fleet.pdf

**Parks Department**

a. Change Order #1-Penguin Exhibit Columbian Park Zoo

Documents:

Change Order 1-Penguin Exhibit.pdf

CLAIMS

A list of all permits issued for the preceding week is available at http://www.lafayette.in.gov/DocumentCenter/Index/375

**BOARD OF PUBLIC WORKS AND SAFETY**
**MINUTES**
**June 9, 2020**

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, June 9, 2020 at 9:00 a.m. in the Common Council Chambers. Members present were: Gary Henriott, Cindy Murray, Amy Moulton, Ron Shriner and Norm Childress

Jacque Chosnek, 1st Deputy City Attorney, was also present.

President Henriott called the meeting to order.

The Pledge of Allegiance was given to the flag of our Country.

**MINUTES**

Mrs. Murray moved for approval of the minutes from the June 2, 2020 regular meeting. Mrs. Moulton seconded. Passed.

**BID OPENING**

*Traffic Signal Modernization South Street Intersection at 5th & 6th Streets (Re-Bid)*

This being the time set to open bids for the Traffic Signal Modernization South Street Intersection at 5th & 6th Streets (Re-Bid) and the following bids were received and opened: ***No Bids Received***

**BIDS UNDER ADVISEMENT**

*Loeb Stadium-Video Display Board*

President Henriott stated that this item will remain under advisement.

**NEW BUSINESS**

**Purchasing**

*Declaration of Surplus Property-Fire Department*

Dave Payne, Purchasing Manager, presented to the Board and recommended approval of a Declaration of Surplus Property for the Fire Department that includes Unit #1 - Advance Sprite Model # and Serial # not readable and Unit #2 - Minuteman Model 200985 Serial # A2900851721. These items are no longer needed and will be sold on GovDeals.com. Mr. Shriner moved for approval. Mrs. Moulton seconded. Passed.

**CLAIMS**

Tim Clary, Controller, presented for Board approval, Claims in the amount of $4,219,110.30. Mr. Childress had a question on Page 1 regarding the YMCA/United Way payroll run. Mr. Clary explained that the line item is a voluntary withholdings deduction for employees. Mr. Childress had a question on Page 5 regarding the Medical Trust Dental/Vision. President Henriott could not answer the question until later today after a meeting on this. President Henriott stated that he would report back to the Board next week. Mr. Childress had a question on Page

12 regarding the Norfolk & Southern annual lease crossing at the Depot for $750.00. Mr. Clary explained that the line item is for the maintenance of the crossing at the Depot that the railroad maintains. Mrs. Moulton moved for approval. Mr. Childress seconded. Passed.

Time: 9:06 a.m.

BOARD OF PUBLIC WORKS AND SAFETY
Gary Henriott s/s
President

ATTEST: Mindy Miller s/s
Mindy Miller, 1st Deputy Clerk

Minutes written by Mindy Miller, 1st Deputy Clerk
*A digital audio recording of this meeting is available in the Lafayette City Clerk's Office or online at http://www.lafayette.in.gov/agendacenter.
**A list of all permits issued for the preceding week is available at http://www.lafayette.in.gov/DocumentCenter/Index/375

# CONTRACT

THIS CONTRACT, made the 16th day of June, 2020, by and between

F & K Construction, Inc., hereinafter called the "Contractor", and the City of Lafayette, a municipal corporation, hereinafter call the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of:

**HAGGERTY POINTE STORM SEWER EXTENSION**

for the Owner, all in strict accordance with the Bid Documents which include Drawings and Specifications, including any and all addenda, prepared by City of Lafayette, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other Bid Documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price

Of Three-hundred forty-one thousand, three-hundred seventy-two and 00/100 dollars ($341,372.00). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Construction Contract
2. Contractor's Proposal
3. Bidder Requirements
4. Specifications (including Addenda)
5. General Conditions
6. Map and Photographs

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense,

remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in _3_ original counterparts the day and year first above written.

F & K Construction, Inc.
Contractor

By _____

Title _____

(SEAL) State of Indiana
County of _____

Attest:
_____
Notary Public
My Commission Expires: _____

Lafayette Board of Public Works and Safety
Owner

By _____

_____

_____

_____

_____

(SEAL)

Attest:
_____

_____
Date

City of Lafayette Engineering Department
20 North 6th Street • Lafayette, Indiana 47901-1412
Phone 765-807-1050

**NOTICE TO PROCEED**

DATE: June 16, 2020

CONTRACTOR: F & K Construction, Inc.

PROJECT: Haggerty Pointe Storm Sewer Extension

You are hereby notified to commence work in accordance with the provisions of your contract dated June 16, 2020, effective June 22, 2020.

Signed: _____ Date:_____
Gary Henriott
Board of Public Works and Safety
President

Signed: _____ Date:_____
Cindy Murray
Board of Public Works and Safety

Signed: _____ Date:_____
Norm Childress
Board of Public Works and Safety

Signed: _____ Date:_____
Ronald Shriner
Board of Public Works and Safety

Signed: _____ Date:_____
Amy Moulton
Board of Public Works and Safety

ATTEST:

_____

**Acceptance of Notice:**

Receipt of the above Notice to Proceed is hereby acknowledged by:

_____
CONTRACTOR

_____
DATE

CITY OF
LAFAYETTE

Office of the City Engineer

June 16, 2020

Board of Public Works and Safety
City of Lafayette
20 N 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you the Contract with EMCS, Inc. for the Bonlou Drive Traffic Signal Project. This Project will design a traffic signal that will serve the new YMCA and other nearby businesses. Major components of this Project include:

- Traffic study and traffic signal warrant analysis
- Traffic data collection
- Coordination with INDOT for review and approval of the analysis
- Design of the traffic signal

The contract amount for this project is $41,480.00.

This contract has been reviewed by the City Attorney and I recommend it for your approval.

Sincerely,

Jeromy L. Grenard

Jeromy L. Grenard, PE
City Engineer

# CONTRACT AGREEMENT

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement made April 20, 2020 by and between the City of Lafayette, hereinafter referred to as the Client, with offices at 20 N 6th Street, Lafayette, IN, and EMCS, Inc., hereinafter referred to as the Consultant, with offices at 8900 Keystone Crossing, Suite 570, Indianapolis, IN, WITNESSETH, that the Consultant has entered into an Agreement with the Client, for traffic analysis and traffic signal design.

NOW THEREFORE, the Client and the Consultant agree as follows:

1. SCOPE OF SERVICES

The services to be rendered by the consultant shall consist of those specifically defined in Exhibit A.

The schedule for completion of these services is outlined in Exhibit A.

2. COMPENSATION

The Client will pay, and the Consultant agrees to accept, in full compensation for all services required under this Agreement, an hourly not to exceed amount for the services listed below:

| | |
|---|---|
| Authorized Services: | |
| Traffic Analysis | $14,000.00 |
| Traffic Signal Design | $17,000.00 |
| If Authorized Services: | |
| Traffic Data Collection (4 Intersections) | $1,680.00 |
| Traffic Signal Warrant Analysis | $1,900.00 |
| Quadrant Intersection Analysis | $6,900.00 |

Total compensation amount, including If Authorized Services, shall not exceed $41,480.00 unless approved by a written Contract amendment.

PARTIAL PAYMENTS

Payment to the Consultant for services rendered under this Agreement will be made monthly by the Client based upon work completed as shown in monthly invoices submitted to the Client by the Consultant. To ensure timely processing of partial payment requests, the Consultant shall submit to the attention of Paula King monthly invoices, prior to the tenth day of each calendar month. Payments for extra work, if required and if authorized, will also be paid monthly. Payment will be made within thirty calendar days after receipt of Consultant's invoice by the Client. Payments shall be sent to EMCS, Inc., 1300 West Canal Street, Suite 200, Milwaukee, WI, 53233 ATTN: Annette Mueller.

4. EXTRA WORK

In case it is advisable or necessary in the execution of the work to make any alteration which will increase or diminish the quantity of labor or material or the expenses of the work, such alteration shall not annul or vitiate this Agreement. The Consultant shall furnish all the

necessary labor, material, and engineering knowledge to complete the work as altered within the time limit originally specified or as extended by the Client.

Alteration of the work under this Agreement shall be authorized by a written order from the Client. When, in the opinion of the Consultant, such an order involves extra work for which the Consultant will require added compensation, the Consultant shall submit a request in writing to the Client requesting a cost adjustment for such work. The Client shall review the Consultant's submittal and, if acceptable, issue a letter form change order as an amendment to this Agreement. Work under such change order shall not proceed unless and until so authorized by the Client. The basis of payment or credit resulting from such altered work shall be in accordance with the provisions of this Agreement or as amended by the change order.

5. DELAYS AND EXTENSIONS

When approved by the Client, the Consultant shall be given an extension of time for delays beyond the Consultant's control of or those caused by tardy approvals of work in progress.

6. FINAL SETTLEMENT

Unless the Agreement has been terminated prior to the completion of the work as hereinbefore provided, the Agreement shall be considered terminated upon completion and acceptance of the work, or upon final payment therefor.

Should the parties hereto fail to reach agreement as to the proper performance of this Agreement, or on any questions, whatever they may be, not included under the terms of the preceding paragraph, then any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration.

The procedure in any arbitration proceeding or proceedings shall be governed by the applicable provision of the Indiana Statutes and acts and laws amendatory thereof and supplemental thereto, and such arbitration provisions of the Indiana Arbitration Statutes.

All expenses incurred during any arbitration proceeding or proceedings shall be paid in equal shares by the parties.

7. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, the original plans and copies of notes, studies, reports, estimates, specifications, maps, etc., shall be delivered to and become the property of the Client. Reuse of any of the documents of the Consultant by the Client on extensions of this project or any other project without the written permission of the Consultant shall be at the Client's risk and shall not constitute any liability on the Consultant.

8. ACCEPTABILITY OF WORK

Acceptability of services performed under this Agreement shall be determined by the Client.

9. INSURANCE

The Consultant shall procure and maintain such insurance for protection from claims against it under worker's compensation acts, claims for damages because of bodily injury including

personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, the Consultant shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which the Consultant is legally liable. However, the Consultant hereby states and the Client acknowledges, that the Consultant has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Waste includes materials to be recycled, reconditioned or reclaimed. Accordingly, the Client hereby agrees to bring no claim for negligence, breach of contract, indemnity or other cause of action against the Consultant, its principals, employees, agents and consultants if such claim in any way arises out of actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project.

Certificates of insurance shall be provided to the Client upon request.

10. COMPLIANCE WITH LAWS

The Consultant shall comply with all applicable Federal, State and local laws and ordinances, as shall all others employed by the Consultant in carrying out the provisions of this Agreement.

11. ENDORSEMENT OF PLANS

The Consultant shall endorse and seal all plans prepared by itself in the manner required by the Client.

12. GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Indiana.

13. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the Successors and assigns of the respective parties hereto.

14. STANDARD TERMS AND CONDITIONS

City of Lafayette Standard Terms and Conditions attached hereto are incorporated by reference to this agreement. In the event of conflict, the City of Lafayette Standard Terms and Conditions shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and approved on the date hereinbefore written by their authorized offices and representatives.

| CLIENT<br>City of Lafayette | CONSULTANT<br>EMCS, INC. |
| --- | --- |
| By:_____ | By: David R Bruce |
| Title:_____ | Title: SENIOR VICE PRESIDENT |
| Date:_____ | Date: 04-21-2020 |

## CITY OF LAFAYETTE, INDIANA

## STANDARD TERMS AND CONDITIONS
## PROFESSIONAL SERVICE CONTRACTS

1. **Billing.** On hourly, not to exceed, contracts, services may be billed monthly for the hours and costs expended during that period. Services under fixed fee or lump sum contracts may be billed monthly on the estimate of the percentage of work completed.

2. **Employment.** During the term of the Agreement, the Consultant shall not engage on this project on a full or part-time basis any professional or technical personnel who are, or have been at any time during the period of the Agreement, in the employ of the City, except regularly retired employees.

3. **Ownership of Documents.** All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimated and other documents prepared by Consultant shall remain the property of the Consultant. The City shall be entitled to copies or reproducible sets of any of the aforesaid.

4. **Insurance.** The Consultant shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:

A. General Liability (including automobile) - combined single limit of $2,000,000. The City shall be named as Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Consultant's insurance shall be written on a "primary" basis and the City's insurance program shall be in excess of all of Consultant's available coverage.

B. Worker's Compensation - statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the City.

C. Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission or act in the amount of $2,000,000.

D. The Consultant shall provide Certificates of Insurances indicating the aforesaid coverage.

5. **Successors and Assigns.** Neither the City nor the Consultant shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

6. **Termination of Agreement.** The Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms through no fault of the other upon fifteen (15) days written notice. The Agreement may be terminated by the City for convenience upon thirty (30) days written notice to Consultant. In the event of termination, due to any reason other than the fault of the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursable.

7. **Dispute Resolution.** All claims or disputes of the Consultant and the City arising out of or relating to the Agreement, or the breach thereof, shall first be submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in the Tippecanoe Superior or Circuit Court. The prevailing party shall be entitled to recover attorney fees and costs.

8. **Indemnities.** Consultant and City each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the City and Consultant, they shall be borne by each party in proportion to its negligence.

9. **E-Verify.** Consultant must enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Consultant will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Consultant affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.

10. **Contracting with Iran.** Consultant certifies that under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

11. **Tobacco Free Policy.** Consultant, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.

12. **Compliance with Laws.** The Consultant specifically agrees that in the performance of the services herein enumerated by the Consultant or a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal and Local Statutes, Ordinances and Regulations.

13. **Changes in Work.** In the event that either the City or Consultant determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the City, both parties in the exercise of their reasonable judgment shall negotiate the changes and the Consultant shall not commence the additional work or the change of the scope of work until a supplemental agreement is executed and the City has provided written notice to the Consultant to proceed.

14. **Delays and Extensions.** The Consultant agrees that no change or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the City, subject to the Consultant's approval. However, it being understood, that permitting the Consultant to proceed

to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City or any of its rights herein.

15. **Standard in Practice.** The Consultant will strive to conduct services under the Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of the Agreement.

16. **Waiver of Contract Breach.** The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any provisions hereof, shall be limited to the particular instances, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for that particular instance.

17. **Entire Understanding of Agreement.** The Agreement represents and incorporated the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenant or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. City and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extend they conflict with theterms of the Agreement.

18. **Non-Discrimination.** Pursuant to Indiana and Federal law, the Consultant and the Consultant's subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant maybe regarded as a material breach of the Agreement.

19. **Amendments.** The Agreement may only be amended, supplemented or modified by written documents executed in the same manner as the Agreement.

20. **Governing Law.** The Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clause, paragraph or other part of the Agreement, shall remain in full force and effect.

21. **Public Record.** The Consultant acknowledges that the City will not treat the Agreement as containing confidential information and may post this Agreement on the Indiana Transparency Portal as required by IC§ 5-14-3.8-3.5.

# EXHIBIT A

# Statement of Interest

April 5, 2020

Mr. Jeromy Grenard
City of Lafayette
20 N 6th Street
Lafayette, IN 47901

**Re: YMCA Traffic Signal**

Dear Mr. Grenard:

EMCS is pleased to provide this scope and fee proposal for a traffic analysis and traffic signal design for a proposed traffic signal for the new YMCA located at 3001 S. Creasy Lane in Lafayette, IN which opened December 6, 2018. The scope as we understand it is detailed below.

## TRAFFIC ANALYSIS

**Traffic Data Collection:**

1. EMCS will obtain traffic data from the City of Lafayette to be collected in spring/summer 2020 as soon as travel restrictions are lifted and the YMCA is operating under normal conditions.
    a. If authorized, EMCS will coordinate with a subconsultant to collect traffic data.
    b. Traffic data to be collected on a typical weekday for three hours in the morning and three hours in the afternoon peak times.
2. Study Intersections
    a. SR 38 & Park East Boulevard (use count from ASI study, 2018)
    b. SR 38 & Haggerty Lane (use data from ASI study, 2017)
    c. SR 38 & Creasy Lane
    d. Bonlou Drive & Creasy Lane
    e. Bonlou Drive & SR 38
    f. Reckerd Road & Creasy Lane
3. If traffic data is collected before schools are back in session (including Ivy Tech), EMCS will adjust traffic volumes to account for school traffic using historic traffic volumes to estimate turning movements.
4. Existing traffic signal timings will be obtained from INDOT and the City of Lafayette.

**Capacity Analysis:**

EMCS will perform a capacity analysis for all study intersections for both AM and PM peak hours for the following scenarios:

1. Existing Geometry – Existing configuration with 2020 traffic volumes
2. Scenario 1 Opening – Includes proposed traffic signal at SR 38 & Bonlou Drive with accommodations for Park East Phase I
3. Scenario 2 Opening – Includes proposed traffic signal at Creasy Lane & Bonlou Drive with accommodations for Park East Phase I
4. Scenario 1 Future – Includes proposed traffic signal at SR 38 & Bonlou Drive with accommodations for Park East Phase II
5. Scenario 2 Future – Includes proposed traffic signal at Creasy Lane & Bonlou Drive with accommodations for Park East Phase II

**Traffic Signal Warrant Analysis (If Authorized):**
EMCS will perform a peak hour signal warrant for both proposed signal locations if required by the City of Lafayette or INDOT. If additional or different warrant scenarios are required (i.e. an 8-hour warrant), EMCS will provide those assuming the appropriate traffic data is available.

**Quadrant Intersection Traffic Analysis (If Authorized):**

EMCS will perform traffic analysis for the opening and future scenarios assuming a quadrant intersection configuration at SR 38 & Creasy Lane. This item includes all redistributed traffic forecasting as well as capacity and queueing analysis for all study intersections assuming traffic signals at Bonlou Drive & SR 38 and Creasy Lane as well as restricting left-turn movements along SR 38 at Creasy Lane. The analysis will analyze up to two (2) alternatives for turn movement restrictions.

**Documentation:**
EMCS will compile all data, analyses, and recommendations in a comprehensive Traffic Operations Analysis Report.

**Coordination:**
This scope includes all phone and e-mail coordination with the City of Lafayette and INDOT to complete the work as described above and includes a kickoff meeting and one (1) in-person meeting to all findings and recommendations.

## TRAFFIC SIGNAL DESIGN

1. EMCS will use GIS and orthographic data to lay out the traffic signal design items.
    a. Our team will field verify widths and limits.
    b. Full survey can be included as an additional item.
2. Coordination with utilities will be included.
3. Two submittals, preliminary and final design will be completed with a preliminary field check with stakeholders to occur after the preliminary submittal.
4. Coordination between the City and INDOT is included: one kickoff meeting, one preliminary field check meeting, one final meeting.
5. Decorative signal poles will be coordinated with the City (and INDOT if necessary) and appropriate specifications included in the contract documents.
6. Contract book to be completed and submitted by EMCS.
7. Geotechnical borings to be provided by the City of Lafayette. Alternatively, EMCS can coordinate with a geotechnical subconsultant if required.

## SCHEDULE

EMCS will provide all traffic analysis within 45 days of receipt of all traffic data and signal timings. The traffic signal design will begin upon selection of location and receiving notice to proceed from the City of Lafayette. Preliminary design will be completed within 30 days of notice to proceed and final design will be completed within 30 days of receiving comments from the City of Lafayette/INDOT (if applicable).

## COMPENSATION

Compensation for services rendered will be hourly with a not-to-exceed amount as shown below:

Traffic Analysis.....$14,000.00
Traffic Data Collection (4 intersections If Authorized).....$1,680.00
Traffic Signal Warrant analysis (If Authorized).....$1,900.00
Quadrant Intersection Analysis (If Authorized).....$6,900.00
Traffic Signal Design.....$17,000.00

## ADDITIONAL ITEMS

Although not expected at this time, EMCS can provide the following services if they arise:

- Additional study intersections or study scenarios outside of the scope description above
- Topographic survey
- Attendance at public meetings or additional meetings not described above
- Additional traffic signal design for use in quadrant roadway
- 8-Hour traffic signal warrant analysis
- Aerial drone photography or video of before/during/after construction

EMCS, Inc. is very pleased to provide this scope and fee and we look forward to working with you on this project. We are available and ready to get moving on this project as soon as data is available. Please contact me if you have any questions.

Regards,

Amanda M. Johnson

Amanda M. Johnson, PE, PTOE
Traffic Services Manager
EMCS, Inc.

emcs inc

# Hourly Rates 2020

| Labor Category | Rate |
|---|---|
| Project Manager/Senior Engineer | $152.00 |
| Project Engineer | $94.00 |
| Admin | $83.00 |


Contact Person: Amanda Johnson
Phone Number: 317-343-2923
E-Mail: ajohnson@emcsinc.com

City Clerk
City of Lafayette
20 N. 6th Street
Lafayette, IN 47901

RE: Permanent Supportive Housing Rental Assistance Contract SC-020-0155-1

The attached contract renewal between the City of Lafayette and Indiana Housing and Community Development Authority has been submitted for approval. The contract will provide continuance of rental assistance for 28 persons who are certified as chronically homeless with a co-existing disability, such as mental illness, substance abuse and/or HIV/AIDS.

The program, called Shelter Plus Care, has been managed by the City of Lafayette since 2008, and it involves a collaborative partnership between IHCDA, the City of Lafayette, Lafayette Urban Ministry, LTHC Homeless Services, Mental Health America, and Valley Oaks Health, among others.

The contract sets aside $237,552 in rental assistance for the next year, with additional administrative funding of $7,847.

Respectfully submitted,

Adam Murphy
Economic Development Department

**CONTINUUM OF CARE PERMANENT SUPPORTIVE HOUSING RENTAL ASSISTANCE**
**HUD AGREEMENT NO: IN0155L5H021908**
**IHCDA AGREEMENT NO: SC-020-0155-1**
**This is a Subaward**
**This is Not a Research & Development Award**
**Continuum of Care Program**
**CFDA No.: 14.267**
**100% Federal Funding**
**U.S. Department of Housing and Urban Development**
**IHCDA Received an Award in the Amount of $420,865 from HUD**
**Federal Award Date: March 25, 2020**
**Activity Description: Long-term rental assistance for individual and households experiencing homelessness in the City of Lafayette, Indiana.**
**Sub-recipient DUNS# 048847693**

This Continuum of Care Permanent Supportive Housing Rental Assistance Agreement ("Agreement") is entered into by and between the **Indiana Housing and Community Development Authority,** a public body corporate and politic of the State of Indiana **("IHCDA" or "Authority")** and an Indiana not-for-profit corporation **City of Lafayette** ("Sub-recipient").

**WITNESSETH:**

**WHEREAS,** the United States Department of Housing and Urban Development ("HUD"), as authorized by title IV, subtitle F, of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11403-11407b), as amended ("Act"), has made certain monies available to the State of Indiana ("PSH Funds") through IHCDA for rental assistance for permanent housing; and

**WHEREAS,** IHCDA has been designated and empowered to receive, administer, disburse and monitor such PSH Funds and to provide technical assistance in connection with the Permanent Supportive Housing Rental Assistance Program (the "PSH" Program"), IHCDA will allocate PSH Funds to the Sub-recipient as provided herein.

**NOW THEREFORE,** in consideration of the following mutual promises, covenants and conditions, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as though set forth in their entirety.

2. Award of PSH Funds. IHCDA awards the Sub-recipient the sum of **Two Hundred and Forty-Five Thousand Three Hundred Ninety-Nine and 00/100 Dollars ($245,399)** (the "Award") for use by the Sub-recipient pursuant to its Continuum of Care NOFA application, funded by HUD (the "Application"), exclusively for the purpose and project outlined therein (the "Project"). Additional programmatic, statutory and regulatory requirements are attached hereto, made a part hereof, and marked Exhibit A ("Additional Programmatic, Statutory and Regulatory Requirements"). The HUD approved budget for the Project has been attached to this Agreement marked as Exhibit B ("Budget"), and is made a part hereof.

3. Representations and Warranties of Sub-recipient. The Sub-recipient hereby represents, warrants and covenants to IHCDA that:

   a. It shall timely perform or contract to perform all work specified in the Application;

b. It shall, from time to time, timely and promptly do each and every act and thing which may be necessary or required to perform its obligations and duties under this Agreement, the Application, and the Permanent Supportive Housing Rental Assistance Administration Manual, as amended from time to time (the "Administration Manual");

c. It shall not expend any part of the Award for purposes other than the PSH Program;

d. Sub-recipient assures IHCDA that all work and activities authorized and/or contemplated pursuant to this Agreement or the Application will be in strict compliance with and observance of all laws, rules, regulations, and executive orders of all Federal, State and local governments and regulatory bodies. Sub-recipient shall operate the Project in accordance with the provisions of title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. and all requirements under 24 CFR 578. Sub-recipient must also ensure compliance with 24 CFR Part 578 and 24 CFR 84 and 49 CFR part 24;

e. It shall timely submit such records and reports as may be required from time to time by IHCDA or HUD;

f. It has not taken and will not take any action or permit any action, which is within its control to be taken which would impair the PSH Program. It shall timely prepare all fiscal and management records required by IHCDA or HUD, which are necessary or appropriate to effectively, administer the PSH Program and/or monitor the PSH Program. It shall retain all such records for a period of five (5) years from the date of submission of the final expenditure report. If there is pending litigation, or other action at the end of five (5) years, Sub-recipient must retain the records until all issues are resolved;

g. It shall monitor and report the progress of the Project to IHCDA and HUD;

h. It shall ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitation, maintaining, and operating facilities for the Project and in providing supportive services for the Project;

i. All work contemplated by this Agreement shall be performed to IHCDA's satisfaction and Sub-recipient shall take any and all action necessary to correct or otherwise cure any problems or deficiencies identified by IHCDA during its monitoring and evaluation;

j. Sub-recipient shall be responsible for the accuracy of any information or statements furnished or to be furnished by the Landlord, and for ensuring that no report required or requested by IHCDA or HUD contains any untrue statement of fact or omits to state a material fact necessary to make such information, statements or reports not misleading;

k. It shall provide HUD, IHCDA or any of their duly authorized representatives the right to timely and unrestricted access to the Sub-recipient's records as defined in 24 CFR Part 84.85 (c) (5). The rights of access are not limited to the required retention period, but shall last as long as records are retained;

l. The Sub-recipient shall promptly repay IHCDA for any amount of the Award that it utilizes for expenses that are deemed "ineligible" by any of the following: IHCDA, HUD, 24 CFR 578, an audit, or the Administration Manual;

m. Tribes, tribal housing authorities, and for- entities are ineligible to apply for grants or to be sub-recipients of PSH Funds. The Sub-recipient expressly represents and warrants to the State that it is statutorily eligible to receive the Award and that profit the information set forth in the Application is true, complete and accurate. The Sub-recipient expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the PSH Funds, or it made any material misrepresentation on the Application;

n. The Sub-recipient certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Sub-recipient.

4. Term of Agreement/Period of Performance. This Agreement shall be effective as of **6/1/2020** and shall remain in effect until **5/31/2021** (the "Term") unless amended or terminated pursuant to the provisions hereof or by the direction of HUD.

5. Annual Progress Reports (APR). The Sub-recipient shall submit progress reports to the IHCDA upon request. The APR report shall be in written form that has been extracted from the Homeless Management Information System. The progress reports shall serve the purpose of assuring IHCDA that work is progressing in line with the proposal or schedule, and that completion can be reasonably assured on the scheduled date.

6. Payment Schedule. IHCDA shall disburse to the Sub-recipient an amount not in excess of the Award only upon: (i) a timely request for disbursement filed on a Claim Form and a LOCCS/VRS Permanent Supportive Housing Rental Assistance Request Voucher for Grant payment (as defined in the Administrative Manual) properly executed by the Sub-recipient and submitted as required in Exhibit A; (ii) receipt of all proper materials, receipts and approvals provided herein together with such other documentation as IHCDA may, from time to time, request; and (iii) appropriate assurance and/or evidence satisfactory to IHCDA that the Sub-recipient is in full and strict compliance with the requirements of this Agreement and the PSH Program. All requests for disbursements must be submitted to IHCDA with original signatures. Faxed copies will not be processed. IHCDA shall review all requests and, if the request is complete and properly executed, it shall transfer the money to the account of Sub-recipient, via ACH payment.

7. Compliance with Laws.

(a) Any action, review, recommendation, approval, or other activity taken by or on behalf of the Authority does not expressly or impliedly, directly or indirectly, suggest, represent, or warrant that the Sub-recipient or the Project is in compliance with applicable statutes, rules, regulations, applications, or other statements. Rather, the Sub-recipient acknowledges that it is solely responsible for all such matters.

(b) The Sub-recipient shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the IHCDA and the Sub-recipient to determine whether the provisions of this Agreement require formal modification.

(c) The Sub-recipient and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Sub-recipient is not familiar with these ethical requirements, the Sub-recipient should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the Sub-recipient or its agents violate any applicable ethical standards, IHCDA may, in its sole discretion, terminate this Agreement immediately upon notice to the Sub-recipient. In addition, the Sub-recipient may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under other applicable laws.

(d) The Sub-recipient certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially

required payments to the State. Further, the Sub-recipient agrees that any payments in arrears and currently due to the State may be withheld from payments due to the Project Sub-recipient. Additionally, further payments may be withheld, delayed, or denied and/or this Agreement suspended until the Sub-recipient is current in its payments and has submitted proof of such payment to the State and the IHCDA.

(e) The Sub-recipient warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State pending, and agrees that it will immediately notify the State and the IHCDA of any such actions. During the term of such actions, the Sub-recipient agrees that IHCDA may delay, withhold, or deny work under any supplement, amendment or contractual device issued pursuant to this Agreement.

(f) If a valid dispute exists as to the Sub-recipient's liability or guilt in any action initiated by the State or its agencies, and the IHCDA decides to delay, withhold, or deny funding to the Sub-recipient, the Sub-recipient may request that funding be continued. The Sub-recipient must submit, in writing, a request for review to the Indiana Department of Administration ("IDOA") following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the IHCDA may delay, withhold, deny, or apply under this Subsection (f) shall not be subject to penalty or interest except as permitted by IC 5-17-5.

(g) The Sub-recipient warrants that the Sub-recipient and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the IHCDA. Failure to do so is a material breach and grounds for immediate termination of this Agreement and denial of further payment by the IHCDA.

(h) The Sub-recipient hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

(i) As required by IC 5-22-3-7:

(1) The Sub-recipient and any principals of the Sub-recipient certify that (A) the Sub-recipient, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 (Telephone Solicitation Of Consumers), (ii) IC 24-5-12 (Telephone Solicitations), or (iii) IC 24-5-14 (Regulation of Automatic Dialing Machines) in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by Federal law; and (B) the Sub-recipient will not violate the terms of IC 24-4.7 for the duration of this Agreement, even if IC 24-4.7 is preempted by Federal law.

(2) The Sub-recipient and any principals of the Sub-recipient certify that an affiliate or principal of the Sub-recipient and any agent acting on behalf of the Sub-recipient or on behalf of an affiliate or principal of the Sub-recipient (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by Federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of this Grant Agreement, even if IC 24-4.7 is preempted by Federal law.

8. Limitations on Expenditures of Program Funds.

a) Activities under this part are subject to HUD environmental regulations in part 58. Irrespective of whether the responsible entity in accord with part 58 (or HUD in accord with part 50) performs the environmental review, the Sub-recipient shall supply all available, relevant information necessary for the responsible entity (or HUD, if applicable) to perform for each property any environmental review required by this part. The Sub-recipient also shall carry out mitigating measures required by the responsible entity (or HUD, if applicable) or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).

b) The Sub-recipient may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for the Project, or commit or expend HUD or local funds for such eligible activities, until the responsible entity (as defined in §58.2 of this title) has completed the environmental review procedures required by part 58 and the environmental certification and RROF have been approved or HUD has performed an environmental review under part 50 and the recipient has received HUD approval of the property. HUD will not release grant funds if the Sub-recipient or any other party commits grant funds (i.e., incurs any costs or expenditures to be paid or reimbursed with such funds) before the Sub-recipient submits and HUD approves its RROF (where such submission is required).

9. Termination; Cancellation of Funding.

(a) Termination.

(1) The Authority may immediately suspend or terminate this Agreement if the Sub-recipient fails to comply with any material term of the Agreement.

(2) This Agreement may be terminated at any time, by either party, with or without cause, upon thirty (30) days written notice. Written notice of such termination must be sent to the other party by certified mail, return receipt requested, postage prepaid. After mailing of such notice of termination, no new or additional liabilities shall be incurred without the prior written approval of the Authority.

(b) For Convenience. This Agreement may be terminated, in whole or in part, by the Authority whenever, for any reason, the Authority determines that such termination is in the best interest of the Authority. Termination shall be effected by delivery to the Sub-recipient of a Termination Notice, specifying the extent to which such termination becomes effective. The Sub-recipient shall be compensated for completion of activities properly performed prior to the effective date of termination. The Authority will not be liable for activities performed after the effective date of termination.

(c) If the Award is terminated for the Sub-recipient's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Award

(1) The termination decision will be reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS);

(2) The information will be available in the OMB-designated integrity and performance system for a period of five years from the date of the termination, then archived.

10. Funding Cancellation. When the Executive Director of IHCDA or the Director of the State Budget Agency makes a written determination that funds are not available to support continuation of performance of this Agreement, the Agreement shall automatically terminate. Any determination by the Executive Director of IHDCA or the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

11. Cross-Default. This Agreement may be suspended and/or terminated immediately if the Sub-recipient has committed fraud or has misused or misappropriated funds received under this Agreement or another agreement between the Sub-recipient and IHCDA. In this event IHCDA may de-obligate and/or re-distribute all or any portion of this award to another recipient. Further, Sub-recipient's breach or default of other agreements or obligations related to the Project shall constitute a material breach of this Agreement. This section shall survive the termination or expiration of this Agreement.

12. Effect of Termination. Upon expiration or termination of this Agreement for any reason, the Sub-recipient shall transfer to the Authority any unexpended funds on hand and any accounts receivable attributable to the use of the Award. If the Sub-recipient intends to terminate the Agreement, it agrees to comply with the Continuity Plan Procures set forth in Exhibit C to this Agreement attached hereto and fully incorporated herein. If IHCDA

terminates the Agreement, the Sub-recipient agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

13. Insurance and Indemnification.

    (a) Insurance. During the Term, the Sub-recipient shall obtain and maintain, at its expense, with an insurer acceptable to IHCDA, comprehensive general liability coverage, including contractual coverage, with minimum liability limits of $500,000 per occurrence and $1,000,000 in the aggregate unless additional coverage is required by IHCDA. The Sub-recipient shall deliver to the IHCDA a certificate of insurance as soon as practicable upon execution of this Agreement evidencing coverage or the IHCDA shall have the right to terminate this Agreement immediately. The certificate shall demonstrate the following: (i) IHCDA is a certificate holder with thirty (30) days notice rights and (ii) the policy names IHCDA as an additional insured.

    (b) Indemnification. The Sub-recipient shall indemnify, defend, and hold harmless the IHCDA, its directors, officers, employees, and agents of and from any and all claims, losses, damages, or expenses (including reasonable attorneys' fees) arising out of or in any way related to (a) any breach or alleged breach by the Sub-recipient of any provision of this Agreement or the Application or any material inaccuracy of any representation or warrant made by it herein, (b) any act or omission by the Sub-recipient, its employees, agents, representatives or affiliates, directly or indirectly, related to its performance of this Agreement; and (c) any alleged failure on the part of the Sub-recipient, its employees, agents, representatives or affiliates to comply with federal, state and local laws and regulations, including without limitation laws and regulations. The Authority shall not provide such indemnification to the Sub-recipient. This subsection shall survive the termination or expiration of this Agreement.

14. Notice to Parties. Notice shall be deemed to have been given under this Agreement whenever any notice, statement, or other communication shall be delivered in person, or sent via overnight delivery service maintaining records of receipt to the address below, unless otherwise requested in writing:

    (a) Notices to the Sub-recipient shall be sent to:
    **City of Lafayette**
    **515 Columbia Street**
    **Lafayette, Indiana 47901-1433**

    (b) Notices to IHCDA shall be sent to:

    **Indiana Housing and Community Development Authority**
    **30 South Meridian Street, Suite 900**
    **Indianapolis, IN 46204-3413**
    **Attn.: Community Services**

    **(c) Awarding Official:**
    **IHCDA**
    **J. Jacob Sipe, Executive Director**
    **30 S. Meridian Street, Suite 900**
    **Indianapolis, IN 46204**
    **JSipe@ihcda.IN.gov**

    The parties may change the foregoing notice addresses by providing notice of such change to the other party in accordance with this section.

15. Lobbying Activities. Pursuant to 5 U.S.C. § 1502, 31 U.S.C. § 1352, 24 CFR 87.110 (and any applicable successor sections), and any regulations promulgated thereunder, the Sub-recipient hereby certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Subrecipient's receipt of any Federal contract, any Federal grant, or entering into of any cooperative agreement exceeding $100,000, or its receipt of any Federal loan or loan guarantee exceeding $150,000 and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, loan guarantee or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The Sub-recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all tiers (sub-recipients, sub-grantees, contractors, sub-contractors, etc) shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person or entity, who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. Non-Discrimination Clause. Pursuant to the Indiana Civil Rights Law, specifically including Indiana Code § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the American with Disabilities Act, the Sub-recipient covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of the employee or applicant's race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Sub-recipient certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. The Sub-recipient understands that IHCDA is a recipient of federal funds, and therefore, where applicable, the Sub-recipient and its subcontractors agree to comply with requisite affirmative action requirements, including reporting pursuant to 41 C.F.R. Chapter 60, as amended and Section 202 of Executive Order 11246. The Sub-recipient will be required to document compliance with all nondiscrimination laws, executive orders, and regulations.

17. Maintaining a Drug-Free Workplace (Executive Order No. 90-5). Pursuant to Executive Order No. 90-5, April 12, 1994, issued by Governor Evan Bayh, the Indiana Department of Administration requires the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of $25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total of which amount exceeds $25,000, shall be valid unless and until this certification has been fully executed by the Sub-recipient and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

    The Sub-recipient certifies and agrees that it will provide a drug-free workplace by:

    (a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-recipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

(b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Sub-recipient's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

(c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug use conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;

(d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c)-(2) above, or otherwise receiving actual notice of a conviction;

(e) Within thirty (30) days after receiving notice under subdivision (c)-(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

18. Audits and Maintenance of Records. The Sub-recipient shall submit to an audit of funds paid through this Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Agreement and for a period of five (5) years after final payment for inspection by the IHCDA or its authorized designee.

A. Audits. If Sub-recipient expends $750,000 or more in federal awards during the Sub-recipient's fiscal year it must have a single audit conducted in accordance with 2 CFR 200.514 and submit its single audit to the IHCDA within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period.

If the Sub-recipient expends less than $750,000 in federal awards it must submit its audited financial statements or 990 (IRS Form 990, Return of Organization Exempt From Income Tax) to IHCDA within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period.

B. Any auditor performing a single or program specific audit for the Sub-recipient must comply with 2 CFR 200.501.

C. Sanctions: If Sub-recipient does not adhere to the policies referenced in subparagraphs A and B of this section, at IHCDA's sole discretion, it may take appropriate action using sanctions such as:

(1) Withholding a percentage of this funding until the audit is completed satisfactorily;

(2) Withholding or disallowing claims;

(3) Suspending all funding from any IHCDA awards until the audit is conducted; or

(4) Terminating this Agreement.

19. Federal Funding Accountability and Transparency Act of 2006 ("FFATA"). FFATA reporting requirements will apply to any funding awarded by IHCDA under this Agreement in the amount of $25,000 or greater. The Sub-recipient, as a sub-recipient, must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Sub-recipient, the unique identifier of Sub-recipient's

parent, and relevant executive compensation data, if applicable (see subsection C below regarding executive compensation data).

A. Data Universal Numbering System (DUNS) number
Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Sub-recipient shall provide IHCDA with a valid Dun & Bradstreet ("D&B") Data Universal Numbering System ("DUNS") number that identifies the Sub-recipient. Accordingly, the Sub-recipient shall register for and obtain a DUNS number within fifteen (15) days of execution of this Agreement if it does not currently have a DUNS number. A DUNS number may be requested from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

B. System for Award Management (SAM)
The Sub-recipient shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at https://www.sam.gov/portal/public/SAM/.

C. Executive Compensation
The Sub-recipient shall report the names and total compensation of the five (5) most highly compensated officers of Sub-recipient in SAM **if** the Sub-recipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) **and** $25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); **and** if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Sub-recipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than $25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Sub-recipient shall still register and submit the other data requested.

20. Equal treatment of program participants and program beneficiaries. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the PSH Program. Neither the Federal Government nor a State or local government receiving funds under the PSH Program shall discriminate against an organization on the basis of the organization's religious character or affiliation. Project Sub-recipient of program funds shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

Beneficiaries. In providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, Sub-recipient shall not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice

Separation of explicitly religious activities. Sub-recipient that engage in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, must perform such activities and offer such services outside of the PSH Program separately, in time or location, from the programs or services funded by the Award, and participation in any such explicitly religious activities must be voluntary for the program beneficiaries of the PSH-funded programs or services.

Religious identity. A faith-based organization that is a Sub-recipient is eligible to use such funds as provided under the regulations of this part without impairing its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, State, and local government, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct program funds to support or engage in any explicitly

religious activities, including activities that involve overt religious content, such as worship, religious instruction, or proselytization, or any manner prohibited by law. Among other things, faith-based organizations may use space in their facilities to provide program-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a PSH Program-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

Alternative provider. If a program participant or prospective program participant of the PSH Program objects to the religious character of an organization that provides services using PSH Funds, the Sub-recipient shall, within a reasonably prompt time after the objection, undertake reasonable efforts to identify and refer the program participant to an alternative provider to which the prospective program participant has no objection. Except for services provided by telephone, the Internet, or similar means, the referral must be to an alternate provider in reasonable geographic proximity to the organization making the referral. In making the referral, the organization shall comply with applicable privacy laws and regulations. The Sub-recipient shall document any objections from program participants and prospective program participants and any efforts to refer such participants to alternative providers in accordance with the requirements of §578.103(a)(13). Sub-recipient shall ensure that all subrecipient agreements make organizations receiving PSH Funds aware of these requirements.

21. Penalties Interest/Attorney's Fees. The IHCDA will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as authorized by Indiana law, in part, if applicable, Ind. Code § 5-17-5, Ind. Code § 34-54-8, and Ind. Code § 34-13-1. Notwithstanding the provisions contained in Ind. Code § 5-17-5, the parties stipulate and agree than any liability resulting from IHCDA's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from Federal or other sources.

22. Conflict of Interest.

(a) Procurement. For the procurement of property (goods, supplies, or equipment) and services, the Sub-recipient must comply with the codes of conduct and conflict-of-interest requirements under 2 CFR 200.317 and 200.318.

The Sub-recipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engage in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by the Award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Sub-recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Sub-recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Sub-recipient.

(b) Continuum of Care board members. No Continuum of Care board member may participate in or influence discussions or resulting decisions concerning the award of a grant or other financial benefits to the organization that the member represents.

(c) Organizational conflict. An organizational conflict of interest arises when, because of activities or relationships with other persons or organizations, the Sub-recipient is unable or potentially unable to render impartial assistance in the provision of any type or amount of assistance using PSH Funds, or when a covered person's, as in paragraph (d)(1) of this section, objectivity in performing work with respect to any activity assisted with PSH Funds is or might be otherwise impaired. Such an organizational conflict would arise when a board member of an applicant participates in decision of the applicant concerning the award of a grant, or

provision of other financial benefits, to the organization that such member represents. It would also arise when an employee of a Sub-recipient participates in making rent reasonableness determinations under 24 CFR 578.49(b)(2) and 24 CFR 578.51(g) and housing quality inspections of property under 24 CFR 578.75(b) that the Sub-recipient, or related entity owns.

(d) Other conflicts. For all other transactions and activities, the following restrictions apply:
1) No covered person, meaning a person who is an employee, agent, consultant, officer, or elected or appointed official of the Sub-recipient who exercises or has exercised any functions or responsibilities with respect to activities assisted under this Agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under this Agreement, may obtain a financial interest or benefit from an assisted activity, have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity, or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.

2) Exceptions. Upon the written request of the Sub-recipient, IHCDA may grant an exception to the provisions of this section on a case-by-case basis, taking into account the cumulative effects of the criteria set forth in 24 CFR 578.95 (d)(2)(ii).

23. Employee Eligibility Verification. The Sub-recipient affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

24. Independent Contractor. All parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees of one party shall not be deemed or construed to be the employees or agents of the other parties for any purpose whatsoever. Except as provided in Section 13(b), neither party will assume liability for any injury to any persons, or any damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.

25. Work Standards. The Sub-recipient shall each execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the Authority becomes dissatisfied with the work product of or the working relationship with those individuals assigned to perform activities pursuant to this Agreement, the Authority may request in writing the replacement of any or all such individuals, and the Sub-recipient shall grant such request

26. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Indiana. The parties agree to submit to the exclusive jurisdiction and venue of the courts of Marion County, Indiana for any action arising out of this Agreement.

27. Headings. The headings and subheadings herein are for the convenience of the parties hereto and shall have no legal effect upon the construction of this Agreement.

28. Non-Waiver. No waiver, forbearance, or failure by any party of its right to enforce any provision of this Agreement shall constitute a waiver or estoppel of such party's right to enforce such provision in the future.

29. Severability. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of this Agreement.

30. Publicity. The parties shall cooperate with respect to all public statements regarding the subject matter of this Agreement. The parties agree that any publicity release or other public reference, including but not limited to media releases and informational pamphlets relating to the Project and any services funded under this Agreement, will clearly state that all activities and services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.

31. Continuity Plan Procedures. If a Sub-recipient is undertaking a closure, reduction, or change in operations that would require or encourage the relocation or transfer of services being provided to tenants involved in Project. The Sub-recipient agrees to comply with the Continuity Plan Procures set forth in Exhibit C to this Contract attached hereto and fully incorporated herein.

32. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement, (2) the Exhibits prepared by the IHCDA, (3) the Application, and (4) the Exhibits prepared by the Sub-recipient.

## Non-Collusion and Acceptance

The undersigned attests, subject to the penalties of perjury, that he/she is the Sub-recipient, or that he/she is the properly authorized representative, agent, member or officer of the Sub-recipient, that he/she has not, nor has any other member, employee, representative, agent or officer of the Sub-recipient, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a State officer, employee, or special State appointee, as those terms are defined in I.C. §4-2-6-1, has a financial interest in the Agreement, the Sub-recipient attests to compliance with the disclosure requirements in I.C. §4-2-6-10.5.**

**In Witness Whereof,** The Sub-recipient and the IHCDA have, through their duly authorized representatives, entered into this Agreement. The parties have read and understand the foregoing terms of this Agreement and do by their respective signatures dated below hereby agree to the terms thereof.

**City of Lafayette**

By: _____
Printed Name: ADAM MURPHY
Title: HOMELESS AND COMMUNITY OUTREACH
Date: 5-28-20
**Grant Number SC-020-0155-1**
**CFDA Number 14.267**

**Indiana Housing and Community Development Authority:**

By: _____
Printed Name: **J. Jacob Sipe**
Title: **Executive Director**
Date: _____

**EXHIBIT A**
**ADDITIONAL PROGRAMMATIC, STATUTORY AND REGULATORY REQUIREMENTS**

| | |
|---|---|
| **Agreement Number:** | **SC-020-0155-1** |
| **Sub-recipient:** | **City of Lafayette** |
| **Funding Source:** | **Permanent Supportive Housing Rental Assistance** |

**The Sub-recipient is bound by the contents of the Permanent Supportive Housing Rental Assistance application submitted via the Indiana Balance of State Continuum of Care Application, PSH Regulations at 24 CFR Part 578, the Administration Manual, PSH Program Memos, and any other IHCDA policy, directives or memoranda that may be published from time to time.**

1. **Agreement Execution:**

The Sub-recipient must execute and return this Agreement to IHCDA no later than (specified date).

2. **Rental Assistance Amounts and Payments:**

The amount of rental assistance in each project is based upon the number and size of units proposed by the applicant to be assisted over the grant period. The amount of rental assistance in each project will be calculated by multiplying the number and size of units proposed by the FMR of each unit on the date the application is submitted to HUD, by the term of the grant.

The Sub-recipient must serve at least as many participants as shown in its application.

3. **Monthly Claims:**

The Sub-recipient is required to submit a Claim Form and a LOCCS/VRS Permanent Supportive Housing Rental Assistance Request Voucher for Grant Payment on a monthly basis (12 claims per operating year) to IHCDA. The Sub-recipient is required to submit required documentation as recommended by IHCDA. The Claim Form for a given month is due no later than the 20th day of the following month. Failure to comply with the monthly claim submission process may result in a reduction of all or part of the Sub-recipient fees for each month Sub-recipient is out of compliance.

4. **Financial Management System:**

The Sub-recipient must use a financial management system that provide for audits in accordance with the provisions of 24 CFR part 84-for non-profits or 24 CFR part 85-for governmental entities, as applicable.

5. **Participation of Homeless Individuals on the Board of Directors or other Equivalent Policy Making Entity of Sub-recipient**

In accordance with 24 CFR 578.75(g), the Sub-recipient must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the Sub-recipient, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided with PSH funds. This requirement is waived if the Sub-recipient is unable to meet such requirement and obtains HUD approval for a plan to otherwise consult with homeless or formerly homeless persons when considering and making policies and decisions.

6. **Flexibility with Housing First with Service Participation Requirements:**

The Sub-recipient must ensure that the Project uses policies that provide low barriers to entry without preconditions and regardless of income, current or past substance use, history of victimization (e.g. domestic violence, sexual assault, child abuse) and criminal record-except restrictions imposed by federal, state or local law or ordinance (e.g. restrictions on serving people who are listed on a sex offender registries) and prioritizes rapid placement and stabilization in permanent housing. Once a person has been stably housed, the Sub-recipient may allow service participation requirements to promote important outcomes (e.g., employment, increased income, reduced substance use, and strengthened social connection).

7. **Requirements for Residents (Receiving Rental Assistance):**

(a) **Leases**: The Sub-recipient must ensure that participants enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

(b) **Rent**. Each program participant on whose behalf rental assistance payments are made must pay a contribution toward rent in accordance with section 3(a)(1) of the U.S. Housing Act of 1937 (42 U.S.C. 1437a(a)(1)). Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.

(c) **Calculation of Rental Assistance**. Each person receiving rental assistance under the PSH Program or residing in any rental housing assisted under this program must pay as rent, including utilities, an amount which is the higher of they may not exceed the highest of:

(1) thirty percent (30%) of the family's monthly adjusted income (adjustment factors include the number of people in the family, age of family members, medical expenses, and child-care expenses);

(2) ten percent (10%) of the family's monthly income; or

(3) If the family is receiving payments for welfare assistance from a public agency and a part of the payments (adjusted in accordance with the family's actual housing costs) is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated for housing costs.

(d) **Security Deposit.** PSH Funds may be used for security deposits in an amount not to exceed two (2) months of rent. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.

(e) **Income.** Calculations. Income of program participants must be calculated in accordance with 24 CFR 5.609 and 24 CFR 5.611(a).

(f) **Income Re-certifications**. The Sub-recipient must re-evaluate, not less than once annually, that the participants lacks sufficient resources and support networks necessary to retain housing without PSH Funds and the types and amounts of assistance that the participant needs to retain housing. When notified of a relevant change, the Sub-recipient must re-evaluate the participant's eligibility and the amount and types of PSH assistance that the program participant needs.

(g) **Verification of Income**. The Sub-recipient must advise each program participant, as a condition of participation in the program, that he or she must agree to supply the information or documentation necessary to verify the program participant's income and notify the Sub-recipient of changes in the program participant's income or other circumstances (e.g., changes in household composition) that affect the program participant's need for assistance.

(h) **Rent Reasonableness.** The Sub-recipient must determine whether the rent charged for the unit receiving rental assistance is reasonable in relation to rents being charged for comparable unassisted

units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit, as well as not in excess of rents currently being charged by the same owner for comparable unassisted units.

(i) **Vacancies.** If a unit that receives rental assistance is vacated before the expiration of the lease, the assistance for the unit may continue for a maximum of thirty (30) days from the end of the month in which the unit was vacated, unless it is occupied by another eligible person. No additional assistance will be paid until the unit is occupied by another eligible person. Brief periods of stays in institutions, not to exceed ninety (90) days for each occurrence, are not considered vacancies.

(j) **Other Assistance**. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.

8. **Housing Quality Standards:**

Housing leased with PSH Program funds, or for which rental assistance payments are made with Continuum of Care program funds, must meet the applicable housing quality standards (HQS) under 24 CFR 982.401. For housing rehabilitated with PSH Funds, the lead-based paint requirements in 24 CFR part 35, subparts A, B, J, and R apply. For housing that receives project-based or sponsor-based rental assistance, 24 CFR part 35, subparts A, B, H, and R apply. For residential property for which PSH Funds are used for acquisition, leasing, services, or operating costs, 24 CFR part 35, subparts A, B, K, and R apply.

(a) Before any assistance will be provided on behalf of a program participant, the Sub-recipient must physically inspect each unit to assure that the unit meets HQS. Assistance will not be provided for units that fail to meet HQS, unless the owner corrects any deficiencies within thirty (30) days from the date of the initial inspection and the Sub-recipient verifies that all deficiencies have been corrected.

(b) Sub-recipient must inspect all units at least annually during the grant period to ensure that the units continue to meet HQS.

9. **Suitable dwelling size:** The dwelling unit must have at least one bedroom or living/sleeping room for each two persons.

(a) Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

(b) If household composition changes during the term of assistance, Sub-recipient may relocate the household to a more appropriately sized unit. The household must still have access to appropriate supportive services.

10. **Meals:** Each Sub-recipient who provides supportive housing for homeless persons with disabilities must provide meals or meal preparation facilities for residents

11. **Recordkeeping:**

The Sub-recipient must maintain sufficient records to enable HUD to determine whether it is meeting the requirements of the PSH Program, including: the following:

(a) Homeless status. Acceptable evidence of the homeless as status is set forth in 24 CFR 576.500(b).

(b) Records of reasonable belief of imminent threat of harm. For each program participant who moved to a different Continuum of Care due to imminent threat of further domestic violence, dating violence, sexual assault, or stalking under 24 CFR 578.51(c)(3), the Sub-recipient must retain documentation specified in 24 CFR 578.103(5).

(c) Annual income. For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Sub-recipient must keep documentation of annual income as specified in 24 CFR 578.103(6).

(d) Program participant records. In addition to evidence of "homeless" status or "at-risk-of-homelessness" status, as applicable, the Sub-recipient must keep records for each program participant that document:

(i) The services and assistance provided to that program participant, including evidence that the Sub-recipient has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR 578.37(a)(1)(ii)(F); and

(ii) Where applicable, compliance with the termination of assistance requirement in 24 CFR 578.91.

(e) Housing standards. The Sub-recipient must retain documentation of compliance with the housing standards in 24 CFR 578.75(b), including inspection reports.

(f) Services provided. The Sub-recipient must document the types of supportive services provided under the recipient's program and the amounts spent on those services. The Sub-recipient must keep record that these records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.

(g) Match. The Sub-recipient must keep records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73. The records must indicate the grant and fiscal year for which each matching contribution is counted. The records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

(h) Conflicts of interest. The Sub-recipient must keep records to show compliance with the organizational conflict-of-interest requirements in 24 CFR 578.95(c), the Continuum of Care board conflict-of-interest requirements in 24 CFR 578.95(b), the other conflict requirements in 24 CFR 578.95(d), a copy of the personal conflict-of-interest policy developed and implemented to comply with the requirements in 24 CFR 578.95, and records supporting exceptions to the personal conflict-of-interest prohibitions.

(i) Homeless participation. The Sub-recipient must document its compliance with the homeless participation requirements under 24 CFR 578.75(g).

(j) Faith-based activities. The Sub-recipient must document their compliance with the faith-based activities requirements under 24 CFR 578.87(b).

(k) Affirmatively Furthering Fair Housing. The Sub-recipient must maintain copies of its marketing, outreach, and other materials used to inform eligible persons of the program to document compliance with the requirements in 24 CFR 578.93(c).

(l) Other federal requirements. The Sub-recipient must document its compliance with the federal requirements in 24 CFR 578.99, as applicable.

(m) The Sub-recipient must retain copies of all procurement contracts and documentation of compliance with the procurement requirements in 24 CFR 85.36 and 24 CFR part 84.

(n) Other records specified by HUD. The Sub-recipient must keep other records specified by HUD.

Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for five (5) years after the expenditure of all funds from the Award under which the program participant was served.

12. **Adequate Supportive Services:**

The Sub-recipient must assure that adequate supportive services are available to participants in the PSH Program.

13. **Ongoing Assessment of Housing and Supportive Services:**

Each Sub-recipient must conduct an ongoing assessment of the supportive services needed by the residents of the project, the availability of such services, and the coordination of services needed to ensure long-term housing stability and must make adjustments, as appropriate.

Each Sub-recipient must provide residential supervision as necessary to facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate supportive housing. Residential supervision may include the employment of a full- or part-time residential supervisor with sufficient knowledge to provide or to supervise the provision of supportive services to the residents.

14. **Match Requirement:**

As defined by 24 CFR 578.73 and identified in its approved application, the Sub-recipient hereby agrees that the Award, must be matched with no less than a **25 percent cash or in-kind contribution.** The match requirements apply to project administration funds and, rental assistance. Match must be met on an annual basis.

For an in-kind match, the Sub-recipient may use the value of property, equipment, goods, or services contributed to the project, provided that, if the sub-recipient had to pay for such items with grant funds, the costs would have been eligible. If third-party services are to be used as a match, the sub-recipient and the third-party service provider that will provide the services must enter into a memorandum of understanding (MOU) documenting that the third party will provide such services. Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the Sub-recipient's organization.

15. **Match Reports:**

The Sub-recipient is required to submit Match Reports on the form provided for that purpose to IHCDA annually. The match is required at the end of each program year.

16. **Project Administration:**

Sub-recipient may use the amount of PSH funds listed in the column entitled "Administration" in Exhibit B to this Agreement, for project administrative costs. These costs include expenses related to the related to the planning and execution of PSH Program activities such as management, coordination, monitoring, and evaluation activities and environmental review. This does not include staff and overhead costs directly related to carrying out activities eligible under 24 CFR 578.43 through 24 CFR 578.57, because those costs are eligible as part of those activities.

17. **Confidentiality:**

In addition to meeting the specific confidentiality and security requirements for HMIS data, the Sub-recipient must develop and implement written procedures to ensure:

(1) All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance will be kept secure and confidential;

(2) The address or location of any family violence project assisted with Continuum of Care funds will not be made public, except with written authorization of the person responsible for the operation of the project; and

(3) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the Sub-recipient and consistent with State and local laws regarding privacy and obligations of confidentiality

(4) The Sub-recipient must adopt procedures to ensure that all participant information is handled and maintained in a confidential manner and in compliance with the requirements of all applicable state or federal laws, rules, and regulations, including, but not limited to, those relating to the release of Social Security numbers in I.C. § 4-1-10 and the notice of security breach provisions in I.C. § 4-1-11.

Confidential information means any individually identifiable information, whether oral or written, about the participants who receive services and/or assistance from the PSH Program. Employees, agents, contractors or others who require access to confidential participant information must sign a confidentiality agreement commensurate with the conditions set forth in this Agreement.

**18. Termination of Assistance:**

(1) Termination of assistance. According to 24 CFR 578.91, the Sub-recipient may terminate assistance to a program participant who violates program requirements or conditions of occupancy. Termination does not bar the Sub-Recipient from providing further assistance at a later date to the same individual or family.

(2) Due process. In terminating assistance to a program participant, the Sub-recipient must provide a formal process that recognizes the rights of individuals receiving assistance under the due process of law. This process, at a minimum, must consist of:

i. Providing the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance;
ii. Written notice to the program participant containing a clear statement of the reasons for termination;
iii. A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
iv. Providing written notice of the final decision to the participant within 10 days of the final decision.

(3) Hard-to-house populations. If Sub-recipient is providing permanent supportive housing for hard-to-house populations of homeless persons it must exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination so that a program participant's assistance is terminated only in the most severe cases.

**19. Uniform Relocation Act:**

Consistent with the other goals and objectives of this part, Sub-recipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of projects assisted under this part. "Project," as used in this section, means any activity or series of activities assisted with PSH Program funds received or anticipated in any phase of an undertaking.

The Sub-recipient's commitment of funds to housing activities for any acquisition, rehabilitation, demolition, purchase assistance, and/or relocation activities is conditioned upon IHCDA receiving the Sub-recipient's certification of compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, and the implementing regulations at 49 CFR Part 24.

**20. Maintenance of Effort:**

No assistance received from the Award (or any State or local government funds used to supplement this assistance) may be used to replace State or local funds previously used, or designated for use, to assist homeless persons.

**21. Homeless Management Information Systems:**

The Sub-recipient must enter data on PSH beneficiaries into the Homeless Management Information System "HMIS" on a regular and consistent basis. "Regular and consistent" means within a five (5) business days period of intake or discharge. Annual update of a client's status is also required. These updates should be completed at their

annual recertification. Victim services providers are not allowed to enter data into the HMIS but must enter data into a comparable database as described below.

**22. Victim Service Providers:**

If Sub-recipient is a victim service provider it must enter data on PSH beneficiaries into the ClientTrack database for domestic violence service providers on a regular and consistent basis. "Regular and consistent" basis means within a five (5) business days period of intake or discharge. Annual updates of a client's status are also required. These updates should be completed at their annual recertification.

**23. Coordinated Assessment/Access:**

Sub-recipient must use the centralized or coordinated assessment system established by the Continuum of Care as set forth in 24 CFR 578.7(a)(8). A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead.

**24. Affirmatively Furthering Fair Housing:**

A Sub-recipient must implement its programs in a manner that affirmatively furthers fair housing, which means that the Sub-recipient must:

(1) Affirmatively market their housing and supportive services to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or handicap who are least likely to apply in the absence of special outreach, and maintain records of those marketing activities;

(2) Where a Sub-recipient encounters a condition or action that impedes fair housing choice for current or prospective program participants, provide such information to the jurisdiction that provided the certification of consistency with the Consolidated Plan; and

(3) Provide program participants with information on rights and remedies available under applicable federal, State and local fair housing and civil rights laws.

**25. Accessibility and Integrative Housing and Services for Persons with Disabilities:**

Sub-recipient must comply with the accessibility requirements of the Fair Housing Act (24 CFR part 100), Section 504 of the Rehabilitation Act of 1973 (24 CFR part 8), and Titles II and III of the Americans with Disabilities Act, as applicable (28 CFR parts 35 and 36). In accordance with the requirements of 24 CFR 8.4(d), Sub-recipient must ensure that their program's housing and supportive services are provided in the most integrated setting appropriate to the needs of persons with disabilities.

**26. Outreach Activities:**

The Sub-recipient must use its best efforts to ensure that eligible hard-to-reach persons are served by the PSH Program. The Sub-recipient is expected to make sustained efforts to engage eligible persons so that they may be brought into the program. Outreach should be primarily directed toward eligible persons who have a nighttime residence that is an emergency shelter or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings ( e.g., persons living in cars, streets, and parks). Outreach activities are considered to be a supportive service, and the value of such activities that occur after the execution of the grant agreement may be included in meeting the matching requirement.

**27. Nondiscrimination and Equal Opportunity:**

(a) Nondiscrimination and equal opportunity requirements. The nondiscrimination and equal opportunity requirements set forth in 24 CFR 5.105(a) are applicable.

(b) Housing for specific subpopulations. The Sub-recipient may exclusively serve a particular homeless subpopulation in permanent housing if the housing addresses a need identified by the Continuum of Care for the geographic area and meets one of the following:

1. The housing may be limited to one sex where such housing consists of a single structure with shared bedrooms or bathing facilities such that the considerations of personal privacy and the physical limitations of the configuration of the housing make it appropriate for the housing to be limited to one sex;
2. The housing may be limited to a specific subpopulation, so long as admission does not discriminate against any protected class under federal nondiscrimination laws in 24 CFR 5.105 ( *e.g.,* the housing may be limited to homeless veterans, victims of domestic violence and their children, or chronically homeless persons and families).
3. The housing may be limited to families with children.
4. If the housing has in residence at least one family with a child under the age of 18, the housing may exclude registered sex offenders and persons with a criminal record that includes a violent crime from the project so long as the child resides in the housing.
5. Sober housing may exclude persons who refuse to sign an occupancy agreement or lease that prohibits program participants from possessing, using, or being under the influence of illegal substances and/or alcohol on the premises.
6. If the housing is assisted with funds under a federal program that is limited by federal statute or Executive Order to a specific subpopulation, the housing may be limited to that subpopulation (*e.g.,* housing also assisted with funding from the Housing Opportunities for Persons with AIDS program under 24 CFR part 574 may be limited to persons with acquired immunodeficiency syndrome or related diseases).
7. The Sub-recipient may limit admission to or provide a preference for the housing to subpopulations of homeless persons and families who need the specialized supportive services that are provided in the housing (*e.g.,* substance abuse addiction treatment, domestic violence services, or a high intensity package designed to meet the needs of hard-to-reach homeless persons). While the housing may offer services for a particular type of disability, no otherwise eligible individuals with disabilities or families including an individual with a disability, who may benefit from the services provided may be excluded on the grounds that they do not have a particular disability.

**28. Affirmative Outreach:**

If the procedures that the Sub-recipient intends to use to make known the availability of the PSH Program are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or handicap who may qualify for assistance, the Sub-recipient must establish additional procedures that will ensure that interested persons can obtain information concerning the assistance.

The Sub-recipient must adopt procedures to make available information on the existence and locations of facilities and services that are accessible to persons with a handicap and maintain evidence of implementation of the procedures.

The Sub-recipient must comply with the accessibility requirements, reasonable modification, and accommodation requirements of the Fair Housing Act and of section 504 of the Rehabilitation Act of 1973, as amended.

**29. Meaningful Access to the PSH Program for Limited English Proficient Persons:**

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English ("limited English proficient persons" or "LEP") may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter. In accordance with Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulations, the Sub-recipient agrees to take reasonable steps to ensure meaningful access to activities for LEP persons. Any of the following actions could constitute "reasonable steps", depending on the circumstances: acquiring translators to translate vital documents, advertisements, or notices, acquiring interpreters for face to face interviews with LEP persons, placing advertisements and notices in newspapers that serve LEP persons, partnering with other organizations that serve

LEP populations to provide interpretation, translation, or dissemination of information regarding the project, hiring bilingual employees or volunteers for outreach and intake activities, contracting with a telephone line interpreter service, etc.

## 30. HUD Guidance for Single-Sex Emergency Shelters or Other Facilities that Receive ESG, HOPWA, or CoC Funds

A. Assignments

HUD assumes that a recipient or subrecipient ("provider") that makes decisions about eligibility for or placement into single-sex emergency shelters or other facilities will place a potential client (or current client seeking a new assignment) in a shelter or facility that corresponds to the gender with which the person identifies, taking health and safety concerns into consideration. A client's or potential client's own views with respect to personal health and safety should be given serious consideration in making the placement. For instance, if the potential client requests to be placed based on his or her sex assigned at birth, HUD assumes that the provider will place the individual in accordance with that request, consistent with health, safety, and privacy concerns. HUD assumes that a provider will not make an assignment or re- assignment based on complaints of another person when the sole stated basis of the complaint is a client or potential client's non-conformance with gender stereotypes.

B. Appropriate and Inappropriate Inquiries Related to Sex

For temporary, emergency shelters with shared sleeping areas or bathrooms, the Equal Access Rule permits shelter providers to ask potential clients and current clients seeking a new assignment their sex. Best practices suggest that where the provider is uncertain of the client's sex or gender identity, the provider simply informs the client or potential client that the agency provides shelter based on the gender with which the individual identifies. There generally is no legitimate reason in this context for the provider to request documentation of a person's sex in order to determine appropriate placement, nor should the provider have any basis to deny access to a single-sex emergency shelter or facility solely because the provider possesses identity documents indicating a sex different than the gender with which the client or potential client identifies. The provider may not ask questions or otherwise seek information or documentation concerning the person's anatomy or medical history. Nor may the provider consider the client or potential client ineligible for an emergency shelter or other facility because his or her appearance or behavior does not conform to gender stereotypes.

C. Privacy

If a client expresses safety or privacy concerns, or if the provider otherwise becomes aware of privacy or safety concerns, the provider must take reasonable steps to address those concerns. This may include, for example: responding to the requests of the client expressing concern through the addition of a privacy partition or curtain; provision to use a nearby private restroom or office; or a separate changing schedule. The provider must, at a minimum, permit any clients expressing concern to use bathrooms and dressing areas at a separate time from others in the facility. The provider should, to the extent feasible, work with the layout of the facility to provide for privacy in bathrooms and dressing areas. For example, toilet stalls should have doors and locks and there should be separate showers stalls to allow for privacy. Note: ESG and HOPWA funds may be used to renovate an emergency shelter to maximize privacy and safety. The provider should ensure that its policies do not isolate or segregate clients based upon gender identity.

D. Training

It is the responsibility of the Subrecipient comply with the Equal Access Rule. In furtherance of such, the Subrecipient should provide this Notice to staff members and contractors so as to ensure that employees and contractors who interact directly with potential clients and current clients are aware of it and take prompt corrective action to address noncompliance. Moreover, they should provide training to staff on completing intakes consistent with this guidance. If HUD finds a recipient or subrecipient has failed to meet program requirements, HUD may take actions such as those described in 24 CFR 40 576.501 or 24 CFR 574.540.

E. Further information

In addition to complying with the requirements of the Equal Access Rule as described above, recipients and subrecipients must comply with all of HUD's nondiscrimination and equal opportunity provisions at 24 CFR 5.105.

**31. Other Federal requirements:**

In addition to the Federal requirements set forth in 24 CFR part 5, the following requirements apply to the PSH Program:

(a) Environmental review. Activities using PSH Program funds are subject to environmental review by HUD under 24 CFR part 50 as noted in §578.31. The review must be completed prior to the use of the funds from IHCDA. Please refer to the Environmental Review Record and Section 106 Historic Review User's Guide found on IHCDA's website for policy and forms. https://www.in.gov/myihcda/2650.htm.

(b) Section 6002 of the Solid Waste Disposal Act. State agencies and agencies of a political subdivision of a state that are using PSH Program funds for procurement, and any person contracting with such an agency with respect to work performed under an assisted contract, must comply with the requirements of Section 6003 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In accordance with Section 6002, these agencies and persons must:

(1) Procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired in the preceding fiscal year exceeded $10,000;

(2) Procure solid waste management services in a manner that maximizes energy and resource recovery; and

(3) Must have established an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

(c) Applicability of Uniform Administrative Requirements. The Sub-recipient shall comply with 2 CFR 200, except where inconsistent with the provisions of the McKinney-Vento Act or 24 CFR 578.

(d) Lead-based paint. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to activities undertaken using PSH Funds. Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero-bedroom dwellings. Accordingly, the Sub-recipient must ensure that the following steps are being taken:

**A. For every unit:**

1. Providing all prospective families with the booklet entitled, "Protect Your Family from Lead in Your Home",
2. Lead-Based Paint Exemption form is completed,
3. HQS inspection is performed,
4. Inspector uses Form HUD-52580, and
5. Inspector must attend HUD Visual Assessment training at the following link: http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm and certificate of completion submitted to IHCDA.

**B. If child under six is in unit and unit was built prior to 1978 (additional items):**

1. Disclosure of known lead-based paint hazards to prospective tenants before the lease is signed, **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (LBP Disclosure Form) is completed,**
2. The Sub-recipient and Landlord must execute an "Agreement for Ongoing Maintenance Activities related to Lead-Based Paint Requirements", drafted by IHCDA,
3. Visual assessment for deteriorated paint is performed,

4. Deteriorated painted surfaces is stabilized and hazard reduction activities are performed,
5. Tenants are notified each time such an activity is performed,
6. All work is conducted in accordance with HUD safe practices,
7. Records are maintained concerning paint stabilization by owners of deteriorated paint,
8. Clearance examinations are performed after paint stabilization and before re-occupancy,
9. Ongoing lead-based paint maintenance is performed,
10. If the Sub-recipient is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than 6 years of age, living in an COC-RR assisted unit has been identified as having an elevated blood lead level ("EBLL"), the Sub-recipient must complete an environmental investigation of the dwelling unit. The environmental investigation must be completed in accordance with program requirements, and the result of the environmental investigation must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner,
11. Reevaluation shall be conducted and the Sub-recipient shall conduct interim controls of lead-based paint hazards found in the reevaluation,
12. Records are maintained concerning a child with an EBLL in a covered unit, and
13. As part of ongoing maintenance asking each family to report deteriorated paint.

(e) Audit. Sub-recipient must comply with the audit requirements of 2 CFR 200.501.

(f) Section 3 of the Housing and Urban Development Act. Sub-recipient must, as applicable, comply with Section 3 of the Housing and Urban Development Act of 1968 and its implementing regulations at 24 CFR part 135, as applicable.

(g) **Violence Against Women Reauthorization Act of 2013 ("VAWA").**

The requirements set forth in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), implementing the requirements of VAWA apply to all permanent housing and transitional housing for which PSH Funds are used for acquisition, rehabilitation, new construction, leasing, rental assistance, or operating costs. **The requirements also apply where funds are used for homelessness prevention, but only where the funds are used to provide short- and/or medium-term rental assistance. No individual may be denied admission to or removed from the safe haven on the basis or as a direct result of the fact that the individual is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual otherwise qualifies for admission or occupancy.**

(h) **Notification Of Occupancy Rights Under VAWA And Certification Form**

The Sub-recipient must ensure that the notice of occupancy rights which is set forth in Form HUD 5380 and the certification form set forth in Form HUD 5382 is provided to each individual or family applying for permanent housing and transitional housing and each program participant receiving PSH Funds assistance at the following times:

i. When an individual or family is denied permanent housing or transitional housing;
ii. When a program participant is admitted to permanent housing or transitional housing;
iii. When a program participant receives notification of eviction;
iv. When a program participant is notified of termination of assistance;
v. With any of termination of rental assistance; and
vi. **Immediately, for any existing tenant either during annual recertification or lease renewal, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant, through other means.**

The Sub-recipient must ensure that, for each tenant receiving PSH Funds, the owner or manager of the tenant's housing unit provides the notice of occupancy rights set forth Form HUD 5380 and the certification form set forth in Form HUD 5382 to the tenant with any notification of eviction.

(i) **Request for VAWA protections**

If a tenant seeks VAWA protections set forth in 24 CFR part 5, subpart L, the tenant must submit such request to the Sub-recipient. The Sub-recipient must determine whether the tenant is entitled to protection under VAWA and immediately advise the tenant of the determination; and if the tenant is entitled to protection, the Sub-recipient must notify the owner in writing that the tenant is entitled to protection under VAWA and work with the owner on the tenants. Any further sharing or disclosure of the program participant's information will be subject to the requirements in 24 CFR 5.2007(c) as summarized in Subsection (d) below.

(j) **Emergency Transfers**

The Sub-recipient must use and implement the emergency transfer plan set forth in Form HUD-5381 as modified for the PSH Program and must make the determination of whether a tenant qualifies for an emergency transfer under the plan. The Sub-recipient must provide Form HUD -5383 to a tenant that is requesting an emergency transfer. With respect to tenants who qualify for an emergency transfer and who wish to make an external emergency transfer when a safe unit is not immediately available, the Sub-recipient the individual or family shall have priority over all other applicants for rental assistance, transitional housing, and permanent supportive housing projects funded under this part, provided that: The individual or family meets all eligibility criteria required by Federal law or regulation or HUD NOFA; and the individual or family meets any additional criteria or preferences established in accordance with 24 CFR 578.93(b)(1), (4), (6), or (7). The individual or family shall not be required to meet any other eligibility criteria or preferences for the project. The individual or family shall retain their original homeless or chronically homeless status for the purposes of the transfer.

(k) **Confidentiality**

Any information submitted to the Sub-recipient regarding a tenant's protections under VAWA, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking (confidential information), shall be maintained in strict confidence by the owner and the Sub-recipient.

(1) The Sub-recipient shall not allow any individual administering assistance on behalf of the Sub-recipient or any persons within their employ (e.g., contractors) or in the employ of the Sub-recipient to have access to confidential information unless explicitly authorized by the Sub-recipient for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

(2) The Sub-recipient shall not enter any confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is:

(i) Requested or consented to in writing by the individual in a time-limited release

(ii) Required for use in an eviction proceeding or hearing regarding termination of assistance from the CoC- RR Program; or

(iii) Otherwise required by applicable law.

The Sub-recipient's compliance with the protections of 24 CFR 5.2005 and 24 CFR 5.2009, based on documentation received under this section shall not be sufficient to constitute evidence of an unreasonable act or omission by the Sub-recipient. However, nothing in this paragraph shall be construed to limit the liability of the Sub-recipient for failure to comply with 24 CFR 5.2005 and 24 CFR 5.2009.

(l) **Remaining participants following bifurcation of a lease or eviction as a result of domestic violence, dating violence, sexual assault, or stalking.**

If a family who is receiving PSH Funds separates under 24 CFR 5.2009(a), the family's tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed.

If a family living in permanent supportive housing separates under 24 CFR 5.2009(a), and the family's eligibility for the housing was based on the evicted individual's disability or chronically homeless status, the remaining tenants may stay in the project until the expiration of the lease in effect at the time of the qualifying member's eviction. Otherwise, if a family living in a project funded with PSH Funds separates under 24 CFR 5.2009(a), the remaining tenant(s) will be eligible to remain in the project.

(m) **Prohibited Denial/Termination**

Sub-recipient shall ensure that any applicant for or tenant of PSH-assisted housing may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

(n) **Construction Of Lease Terms**

Sub-recipient shall ensure that an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

(i) A serious or repeated violation of a lease for PSH-assisted housing by the victim or threatened victim of such incident; or
(ii) Good cause for terminating the assistance, tenancy or occupancy rights to PSH-assisted housing of the victim of such incident.

(o) **Termination On The Basis Of Criminal Activity**

Termination on the basis of criminal activity. A tenant in receiving PSH may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

(i) The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and

(ii) The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.

(p) **Lease Addendum**

The Sub-recipient is responsible for ensuring that the landlord or property manager uses the PSH lease addendum with VAWA protections. The Sub-recipient must ensure that each tenant has the PSH lease addendum created by IHCDA that incorporates all requirements that apply to the landlord or lease of PSH-assisted rental housing under 24 CFR part 5, subpart L, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c).

(q) **Limited applicability of VAWA requirements:**

1. Nothing in this section limits the authority of the Sub-recipient or owner, when notified of a court order, to comply with a court order with respect to:

   (i) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or

   (ii) The distribution or possession of property among members of a household.

2. Nothing in this section limits any available authority of a Sub-recipient to evict or terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or

stalking that is in question against the tenant or an affiliated individual of the tenant. However, the Sub-recipient must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

3. Nothing in this section limits the authority of a Sub-recipient to terminate assistance to or evict a tenant under a covered housing program if the Sub-recipient can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property of the Sub-recipient would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an "actual and imminent threat" if they meet the standards provided in the definition of "actual and imminent threat" in 24 CFR 5.2003.

4. Any eviction or termination of assistance, should be utilized by a Sub-recipient only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

(g) Indirect Cost Rate.

According to 2 CFR 200.414(f), the Sub-recipient may charge a deminimis rate of 10% of modified total direct costs (MTDC). As described in 2 CFR 200.403, Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Sub-recipient chooses to negotiate a rate, which the Sub-recipient may apply to do at any time.

A proposal to establish a cost allocation plan or an indirect (F&A) cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by the Sub-recipient, must be certified by the Sub-recipient using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in Appendices III through VII, and Appendix IX in 2 CFR part 200. The certificate must be signed on behalf of the Sub-recipient by an individual at a level no lower than vice president or chief financial officer of the Sub-recipient.

(i). Internal Controls.

The Sub-recipient must:

A. Establish and maintain effective internal control over federal funds that provides reasonable assurance that the Sub-recipient is managing federal funds in compliance with Federal statutes, regulations, and the terms and conditions of the federal funding. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

B. Comply with Federal statutes, regulations, and the terms and conditions of federal funds.

C. Evaluate and monitor the Sub-recipient's compliance with statutes, regulations and the terms and conditions of the federal funds.

D. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

Take reasonable measures to safeguard protected personally identifiable information and other information that IHCDA or HUD designates as sensitive or the Sub-recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

(j). Conflict of Interest Disclosure.

The Sub-recipient must disclose in writing any potential conflict of interest to IHCDA.

(k). Mandatory Disclosure.

The Sub-recipient must disclose, in a timely manner, in writing to IHCDA all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The Sub-recipient's failure to make these disclosures may subject to the Sub-recipient to remedies of non-compliance set forth in 2 CFR 200.338.

If the total value of the Sub-recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the Sub-recipient must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

**30. Closeout.**

A. The Sub-recipient must submit, no later than thirty (30) days after the Expiration Date, all financial, performance information and other information as required by the terms and conditions this Agreement.

B. The closeout of a Federal award does not affect any of the following:

1. The right of IHCDA to disallow costs and recover funds on the basis of a later audit or other review.
2. The obligation of the Sub-recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
3. Audit requirements in subpart F of 2 CFR part 200.
4. Recordkeeping and record retention requirements set forth herein.

**EXHIBIT**
**BUDGET**

**Project Sub-recipient/Sponsor: City of Lafayette FY2019**

**HUD Agreement Number: IN0155L5H021908**

**IHCDA Award Number: SC-020-0155-1**

| TOTAL BUDGET | $245,399 |
|---|---|

**Continuum of Care PSH**
**Project Budget**

| RENTAL ASSISTANCE | | | |
|---|---|---|---|
| DWELLING BEDROOMS | NUMBER OF UNITS | COUNTY | FY2019 FMR |
| 1 | 20 | Tippecanoe | $707 |
| 1 | 8 (Scattered Sites) | Tippecanoe | $707 |
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| RENTAL ASSISTANCE BUDGET TOTAL: $237,552 | | | |

| SUPPORTIVE SERVICES | |
|---|---|
| ACTIVITY | AMOUNT |
| Assessment of Service Needs | |
| Assistance with Moving Costs | |
| Case Management | |
| Child Care | |
| Education Services | |
| Employment Assistance and Job Training | |
| Food | |
| Housing Search and Counseling Services | |
| Legal Services | |
| Life Skills Training | |
| Mental Health Services | |
| Outpatient Health Services | |
| Outreach Services | |
| Substance Abuse Treatment Services | |
| Transportation | |
| Utility Deposits | |
| SUPPORTIVE SERVICES BUDGET TOTAL: $0 | |

| PROJECT ADMINISTRATION BUDGET TOTAL: $7,847 |
|---|

## EXHIBIT C

### Continuity Plan Procedures

If a Sub-recipient is undertaking a closure, reduction, or change in operations (this would include loss of the Sub-recipient's funding due to the termination of the Sub-recipients Award Agreement) that would require or encourage the relocation or transfer of services being provided to tenants involved in any of IHCDA's supportive housing program's (collectively "Program") the Sub-recipient must comply with the requirements listed below.

**A. Initial notice.**

a) When there is an intent to close, reduce, or change operations associated with a Program that would require or encourage the relocation or transfer of services of tenants The Sub-recipient must notify the following parties in writing:

1) the Indiana Balance of State Continuum of Care Board;

2) IHCDA;

3) The Lead Agency for Coordinated Entry in the Region where the Sub-recipient's Program is located.

b) The written notice must be signed by the Sub-recipient's Board Chairman and Executive Director and shall include the contact information for the person(s) that will be responsible for coordinating the efforts in the planning process, and the number of tenants that potentially will be affected by the closure, reduction, or change in operations.

c) The Sub-recipient must inform prospective tenants of its intent to reduce or change operations, and of the relocation plan.

d) The Sub-recipient is prohibited from admitting any new tenants to the Program on or after the date of the written notice.

**B. Planning process.**

a) Within 30 days of the date of the notice, the Sub-recipient shall develop a relocation plan for the tenants being housed through Program. The relocation plan must be completed no later than 60 days after the date of the initial notice.

b) The relocation plan must:

1) identify the estimated date of closure, reduction, or change in operations;

2) identify the efforts that will be undertaken to include other stakeholders in the relocation process;

3) outline the process to ensure that the tenants receive sufficient notice;

4) present an aggregate description of the tenant population remaining to be relocated and that population's needs;

5) identify an inventory of available housing options and resources;

6) identify a schedule for the timely completion of each element of the plan;

7) identify the steps the Sub-recipient will take to address the relocation needs of individual tenants being housed through the Program, who may be difficult to place due to specialized care needs; and

8) identify the steps needed to share information and coordinate relocation efforts with other organizations.

c) All parties involved in implementing the relocation plan shall refrain from any public notification of its intent to close, reduce, or change operations until a relocation plan has been established and notice is given to the tenants.

**C. Responsibilities of Sub-recipient to relocate residents.**

The Sub-recipient shall provide for the safe, orderly, and appropriate relocation of tenants, if relocation is necessary. It is the Program staff that will ultimately be responsible for relocating tenants with support from IHCDA. The Program staff shall cooperate with representatives from IHCDA, the CoC, and any other agencies involved in planning for and implementing the relocation of tenants.

**D. Sub-recipient's responsibilities related to interdisciplinary team.**

a) The Subrecipient shall establish an interdisciplinary team responsible for coordinating and implementing the relocation plan. The interdisciplinary team shall include representatives from IHCDA, the Sub recipient's Board, program staff that provide services to the tenants, and program administration.

b) Concurrent with the notice provided, the Sub-recipient shall provide an updated tenant census summary document to the interdisciplinary team that includes general information regarding any residents needing to be relocated or have their services transferred.

**E. Sub-recipient's responsibility to provide notice.**

At least 60 days before the proposed date of closing, reduction, or change in operations as agreed to in the plan, the Sub-recipient shall attempt to meet with tenants to explain the process. The Sub-recipient will also, at least 60 days before the proposed date of closing, reduction, or change in operations as agreed to in the plan, send a written notice of closure, reduction, or change in operations to all residents that are being relocated or having their services transferred; this may happen concurrently with tenant meetings. The written notice must include the following:

a) the date of the proposed closure, reduction, or change in operations;

b) the contact information for the individual or individuals in the program responsible for providing assistance and information;

c) notification of upcoming meetings for tenants to discuss the plan for relocation and/or transfer of services; and

d) the contact information for the new landlord and/or service agency.

**F. Sub-recipient's responsibility to prepare tenants for placement.**

The Sub-recipient shall provide sufficient time to prepare each tenant to ensure safe and orderly transfer and relocation. The Sub-recipient shall assist each tenant in finding placements that take into consideration quality of services, location, the tenant's needs and choices, and the best interests of each tenant.

Following the establishment of the plan, the Sub-recipient shall conduct meetings with tenants to notify them of the process for transfer of services or relocation.

**G. Sub-recipient's responsibilities related to the transfer of Program and tenant records.**

a) In the case of where the Sub-recipient will be transferring services to another organization, the Sub-recipient shall provide the new organization with all of its tenant records prior to the relocation or transfer of the resident. The records must:

1. be provided prior to the actual transfer and/or relocation; and
2. identify the effective date of the anticipated relocation and, if applicable, the destination to which the resident is being relocated.

b) The Sub-recipient shall provide the receiving program, housing, or care entity with complete and accurate resident records including contact information for family members, responsible parties, social service or other caseworkers, and managed care coordinators. These records must also include all information necessary to provide appropriate care and services.

c) For tenants with special care needs, the program shall consult with the receiving program or other placement entity and provide staff training or other preparation as needed to assist in providing for the special needs.

**H. Responsibilities of the Sub-recipient during relocation and/or transfer.**

a) The Sub-recipient shall, at no charge to the tenant, make arrangements or provide for the transportation of the tenant to the new unit, if needed. If requested by the tenant, the Sub-recipient shall provide a staff person to accompany the tenant during transportation to the new location. The Sub-recipient must ensure that there is minimal disruption to the tenant during the relocation process.

b) Beginning the week following the announcement, the Sub-recipient shall submit weekly status reports to IHCDA. The initial status report must identify:

1. the relocation plan developed;
2. the interdisciplinary team members; and
3. the number of residents to be relocated.

c) Subsequent status reports must identify:

1. any modifications to the plan;
2. any change of interdisciplinary team members;
3. the number of residents relocated and/or services transferred;
4. the destination to which residents have been relocated;
5. the number of residents remaining to be relocated; and
6. issues or problems encountered during the process and resolution of these issues.

**I. Responsibilities of program following relocation and/or transfer.**

The Sub-recipient shall retain or make arrangements for the retention of all remaining tenant records for the period required by law. The Sub-recipient shall provide IHCDA access to these records. The Sub-recipient shall notify IHCDA of the location of any records that have not been transferred to the new organization's program.

The Sub-recipient will submit a report of any issues that may require further review or monitoring to IHCDA within 30 days of transfer of services or relocation of tenants.

**J. Responsibilities of IHCDA.**

a) IHCDA shall participate in the meeting to develop a relocation plan.
b) IHCDA may designate a representative to the interdisciplinary team established by the Sub-recipient responsible for assisting in the coordinating the relocation efforts.
c) IHCDA shall serve as a resource in the relocation and/or transition process.
d) IHCDA will be available to meet with appropriate staff to coordinate any assistance in the relocation and/or transfer process.
e) IHCDA shall monitor compliance with all components of this section and the plan.
f) IHCDA shall coordinate with the incoming entity (program, landlord, etc.) to provide a current monitor of the Sub-recipient's Program if one has not already been completed within 90 days prior to the scheduled change. If one has been completed within that time frame it will be provided to all parties involved in the relocation and/or transition. All previous monitors will be available to all parties throughout the process.
g) Except as requested by the resident, IHCDA may halt a relocation that it deems inappropriate or dangerous to the health or safety of a tenant.
h) IHCDA may follow up with relocated tenants within 30 days after the relocation and only if tenants agree to the follow up. This does not apply to changes in operation where the tenant moved to a new location and tenant chose to move to that new location. This also does not apply to tenants that move in after the notice is given or move out prior to the actual change or reduction in operations.

**PURCHASING DEPARTMENT**
**Memorandum**

To: Board of Public Works & Safety

From: Dave Payne, Purchasing Manager

Date: June 11, 2020

Subject: Trade-in Authorization

Vehicle Transfer

The Lafayette Police Department is requesting the vehicle listed below be authorized for transfer to the insurance company as part of the settlement in a total loss crash.

| Vehicle | VIN | City # |
|---|---|---|
| 2018 Ford Explorer INT | 1FM5K8AR0JGC42934 | 18-21 |

A motion has been made and seconded to authorize the aforementioned item to be transferred as part of an insurance settlement.

All of which is approved this 16th day of June, 2020 by the Board of Public Works & Safety.

_____
Gary Henriott, President

_____
Cindy Murray, Member

_____
Ron Shriner, Member

_____
Norm Childress, Member

_____
Amy Moulton, Member

ATTEST:

_____
Mindy Miller, 1st Deputy Clerk

Dated: _____, 2020

CITY OF LAFAYETTE

**PURCHASING DEPARTMENT**
**Memorandum**

To: Board of Public Works & Safety

From: Dave Payne, Purchasing Manager

Date: June 11, 2020

Subject: Declaration of Surplus Property

Surplus Property

The Lafayette Fleet Management Department is requesting the item listed below be declared as surplus property. The item is no longer needed and will be listed on GovDeals.com.

| Item | Model | Serial Number |
|---|---|---|
| Panasonic Toughbook | CF-30FTSAZAM | AB0123456789 8AKSA05970 |

A motion has been made and seconded to declare the aforementioned items as surplus property.

All of which is approved this 16th day of June, 2020 by the Board of Public Works & Safety.

_____
Gary Henriott, President

_____
Cindy Murray, Member

_____
Ron Shriner, Member

_____
Norm Childress, Member

ATTEST:

_____
Amy Moulton, Member

_____
Mindy Miller, 1st Deputy Clerk

Dated: _____, 2020

Lafayette
PARKS & RECREATION

June 16, 2020

Board of Public Works and Safety
City of Lafayette

Re: Change Order #1
Penguin Exhibit

Dear Board Members:

You have before you Change Order #1 for Mattcon General Contractors, Inc. regarding the penguin exhibit at Columbian Park Zoo.

Through the construction process, we have encountered some credits and additional expenses. They are listed as follows :

| | |
|---|---|
| • Site work performed by City of Lafayette | $ 4,500.00-Deduction |
| • Color change for aluminum window | $ 333.90-Addition |
| • Part change with actuators for fan louvers | $ 473.80-Deduction |
| • Temporary HVAC and Ventilation for Winter Conditions | $12,000.00-Addition |
| Total addition: | $ 7,360.10 |

The total amount of Change Order #1 is $7,360.10 (addition). The original contract amount with Mattcon General Contractors, Inc. is $2,699,000.00. The new amended contract total is $2,706,360.10.

The change order has been reviewed by the City Attorney and I recommend it for your approval.

Sincerely,

Claudine Laufman

Claudine Laufman
Superintendent, Lafayette Parks and Recreation

1915 Scott Street Lafayette, Indiana 47904

MATTCON

# PCCO #001

**Project:** 19-011 - PENGUIN EXHIBIT, COLUM PRK ZOO
1915 SCOTT ST
LAFAYETTE, Indiana 47904

## Prime Contract Change Order #001: Zoo change orders #1

| | | | |
|---|---|---|---|
| **TO:** | **City of Lafayette; Lafayette Parks and Recreation**<br>1915 Scott St<br>Lafayette, Indiana 47904 | **FROM:** | **Mattcon General Contractors, Inc.**<br>5460 West 84th Street<br>Indianapolis, Indiana 46268 |
| **DATE CREATED:** | 5/18/2020 | **CREATED BY:** | David Brumagin **(Mattcon General Contractors, Inc.)** |
| **CONTRACT STATUS:** | Pending - In Review | **REVISION:** | 0 |
| **DESIGNATED REVIEWER:** | | **REVIEWED BY:** | |
| **DUE DATE:** | | **REVIEW DATE:** | |
| **INVOICED DATE:** | | **PAID DATE:** | |
| **SCHEDULE IMPACT:** | | **EXECUTED:** | No |
| **CONTRACT FOR:** | 1:PENGUIN EXHIBIT, COLUM PRK ZOO<br>Prime Contract | **TOTAL AMOUNT:** | $7,360.10 |
| **DESCRIPTION:** | | | |
| **ATTACHMENTS:** | | | |

**POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:**

| PCO # | Title | Schedule Impact | Amount |
|---|---|---|---|
| 001 | Credits for site work provided by city | | ($4,500.00) |
| 002 | Aluminum Window Color Change | | $333.90 |
| 003 | Work changes proposal request 2 | | ($473.80) |
| 006 | CE #031 - Winter Conditions | | $12,000.00 |
| | | **Total:** | $7,360.10 |

**CHANGE ORDER LINE ITEMS:**

**PCO # 001 : Credits for site work provided by city**

| # | Cost Code | Description | Type | Amount |
|---|---|---|---|---|
| 1 | 50-1000 - MGC MARK UP | Install Silt Fence | Material | ($750.00) |
| 2 | 50-1000 - MGC MARK UP | Remove one tree | Material | ($750.00) |
| 3 | 50-1000 - MGC MARK UP | Asphalt Patch (trip charge) | Material | ($2,000.00) |
| 4 | 50-1000 - MGC MARK UP | Construction drive installation | Material | ($1,000.00) |
| | | | **Subtotal:** | ($4,500.00) |
| | | | **Grand Total:** | **($4,500.00)** |

**PCO # 002 : Aluminum Window Color Change**

| # | Cost Code | Description | Type | Amount |
|---|---|---|---|---|
| 1 | 08-2000 - NEW CASTLE SC | Aluminum Window Color Change | Subcontract | $300.00 |
| | | | **Subtotal:** | $300.00 |
| | | | **MGC O & P: 10.00% Applies to all line item types.** | 30.00 |
| | | | **MGC Bond: 1.30% Applies to all line item types.** | 3.90 |
| | | | **Grand Total:** | **$333.90** |



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# PCCO #001

**PCO # 003 : Work changes proposal request 2**

| # | Cost Code | Description | Type | Amount |
|---|---|---|---|---|
| 1 | 26-1000 - GAYLOR SC | Credit for Actuator labor, raceway, and conductor materials | Subcontract | ($248.80) |
| 2 | 05-1000 - JL WALTER SC | Changes in Pipe framing | Subcontract | $0.00 |
| 3 | 50-1000 - MGC MARK UP | Credit for actuators | Material | ($225.00) |
| | | | **Subtotal:** | ($473.80) |
| | | | **Grand Total:** | **($473.80)** |

**PCO # 006 : CE #031 - Winter Conditions**

| # | Cost Code | Description | Type | Amount |
|---|---|---|---|---|
| 1 | 01-5160 - TEMPORARY HVAC & VENTILATION | Winter Conditions | Material | $12,000.00 |
| | | | **Subtotal:** | $12,000.00 |
| | | | **Grand Total:** | **$12,000.00** |

| | |
|---|---|
| The original (Contract Sum) | $2,699,000.00 |
| Net change by previously authorized Change Orders | $0.00 |
| The contract sum prior to this Change Order was | $2,699,000.00 |
| The contract sum would be changed by this Change Order in the amount of | $7,360.10 |
| The new contract sum including this Change Order will be | $2,706,360.10 |

The contract time will not be changed by this Change Order.

**Larry Livergood (Architectural Expressions, LLP)**
113 Illini Dr
Forsyth, Illinois 62535

**SIGNATURE** **DATE**

**City of Lafayette; Lafayette Parks and Recreation**
1915 Scott St
Lafayette, Indiana 47904

**SIGNATURE** **DATE**

**Mattcon General Contractors, Inc.**
5460 West 84th Street
Indianapolis, Indiana 46268

**SIGNATURE** **DATE**



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MATTCON

# PCO #001

**Project:** 19-011 - PENGUIN EXHIBIT, COLUM PRK ZOO
1915 SCOTT ST
LAFAYETTE, Indiana 47904

## Prime Contract Potential Change Order #001: Credits for site work provided by city

| | | | |
|---|---|---|---|
| **TO:** | City of Lafayette; Lafayette Parks and Recreation<br>1915 Scott St<br>Lafayette, Indiana 47904 | **FROM:** | Mattcon General Contractors, Inc.<br>5460 West 84th Street<br>Indianapolis, Indiana 46268 |
| **PCO NUMBER/REVISION:** | 001 / 0 | **CONTRACT:** | 1 - PENGUIN EXHIBIT, COLUM PRK ZOO<br>Prime Contract |
| **REQUEST RECEIVED FROM:** | | **CREATED BY:** | David Brumagin **(Mattcon General Contractors, Inc.)** |
| **STATUS:** | Pending - In Review | **CREATED DATE:** | 6/10/2019 |
| **REFERENCE:** | | **PRIME CONTRACT CHANGE ORDER:** | #001 - Zoo change orders #1 |
| **FIELD CHANGE:** | No | | |
| **LOCATION:** | | **ACCOUNTING METHOD:** | Amount Based |
| **SCHEDULE IMPACT:** | | **PAID IN FULL:** | No |
| | | **TOTAL AMOUNT:** | ($4,500.00) |

**POTENTIAL CHANGE ORDER TITLE:** Credits for site work provided by city

**CHANGE REASON:** No Change Reason

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*
CE #002 - Credit for Misc site items
Credit includes work performed by city personnel that was included in Mattcon Scope of Work per the Contract Documents as follows:

Silt fence installation
Construction drive installation
Asphalt patch at Wallace road
(1) Tree removal per the civil demo plan

**ATTACHMENTS:**

| # | Cost Code | Description | Type | Amount |
|---|---|---|---|---|
| 1 | 50-1000 - MGC MARK UP | Install Silt Fence | Material | ($750.00) |
| 2 | 50-1000 - MGC MARK UP | Remove one tree | Material | ($750.00) |
| 3 | 50-1000 - MGC MARK UP | Asphalt Patch (trip charge) | Material | ($2,000.00) |
| 4 | 50-1000 - MGC MARK UP | Construction drive installation | Material | ($1,000.00) |
| | | | **Subtotal:** | ($4,500.00) |
| | | | **Grand Total:** | **($4,500.00)** |

MATTCON

# PCO #001

**Larry Livergood (Architectural Expressions, LLP)**
113 Illini Dr
Forsyth, Illinois 62535

**City of Lafayette; Lafayette Parks and Recreation**
1915 Scott St
Lafayette, Indiana 47904

**Mattcon General Contractors, Inc.**
5460 West 84th Street
Indianapolis, Indiana 46268

**SIGNATURE** **DATE**

**SIGNATURE** **DATE**

**SIGNATURE** **DATE**

MATTCON

# PCO #002

**Project:** 19-011 - PENGUIN EXHIBIT, COLUM PRK ZOO
1915 SCOTT ST
LAFAYETTE, Indiana 47904

## Prime Contract Potential Change Order #002: Aluminum Window Color Change

| | | | |
|---|---|---|---|
| **TO:** | City of Lafayette; Lafayette Parks and Recreation<br>1915 Scott St<br>Lafayette, Indiana 47904 | **FROM:** | Mattcon General Contractors, Inc.<br>5460 West 84th Street<br>Indianapolis, Indiana 46268 |
| **PCO NUMBER/REVISION:** | 002 / 0 | **CONTRACT:** | 1 - PENGUIN EXHIBIT, COLUM PRK ZOO<br>Prime Contract |
| **REQUEST RECEIVED FROM:** | Ryan Anderson **(Architectural Expressions, LLP)** | **CREATED BY:** | Tobin McClintic **(Mattcon General Contractors, Inc.)** |
| **STATUS:** | Pending - In Review | **CREATED DATE:** | 7/2/2019 |
| **REFERENCE:** | | **PRIME CONTRACT CHANGE ORDER:** | #001 - Zoo change orders #1 |
| **FIELD CHANGE:** | Yes | | |
| **LOCATION:** | | **ACCOUNTING METHOD:** | Amount Based |
| **SCHEDULE IMPACT:** | | **PAID IN FULL:** | No |
| | | **TOTAL AMOUNT:** | $333.90 |

**POTENTIAL CHANGE ORDER TITLE:** Aluminum Window Color Change

**CHANGE REASON:** Design Development

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*
CE #004 - Aluminum Window Color Change

- Cost change to provide window type "W1" in the Telegrey 1 color from the Impressive Color Line.

**ATTACHMENTS:**
Architect approval.pdf Newcastle glass CO #01.pdf Aluminum Window Color RFP.pdf

| # | Cost Code | Description | Type | Amount |
|---|---|---|---|---|
| 1 | 08-2000 - NEW CASTLE SC | Aluminum Window Color Change | Subcontract | $300.00 |
| | | | **Subtotal:** | $300.00 |
| | | | **MGC O & P: 10.00% Applies to all line item types.** | $30.00 |
| | | | **MGC Bond: 1.30% Applies to all line item types.** | $3.90 |
| | | | **Grand Total:** | **$333.90** |

**Larry Livergood (Architectural Expressions, LLP)**
113 Illini Dr
Forsyth, Illinois 62535

**SIGNATURE** **DATE**

**City of Lafayette; Lafayette Parks and Recreation**
1915 Scott St
Lafayette, Indiana 47904

**SIGNATURE** **DATE**

**Mattcon General Contractors, Inc.**
5460 West 84th Street
Indianapolis, Indiana 46268

**SIGNATURE** **DATE**



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# AIA® Document G709™ – 2001

## *Work Changes Proposal Request*

**PROJECT** *(Name and address)*:
Penguin Exhibit
Columbian Park Zoo
1915 Scott Street
Lafayette, IN 47904

**OWNER** *(Name and address)*:
City of Lafayette
Lafayette Parks and Recreation
1915 Scott Street
Lafayette, IN 47904

**FROM ARCHITECT** *(Name and address)*:
Architectural Expressions, LLP
113 Illini Drive
Forsyth, IL 62535

**TO CONTRACTOR** *(Name and address)*:
Mattcon General Contractors, Inc.
5460 West 84th Street
Indianapolis, IN 46268

**PROPOSAL REQUEST NUMBER:** 001

**DATE OF ISSUANCE:** July 1, 2019

**CONTRACT FOR:** General Construction

**CONTRACT DATE:** April 16, 2019

**ARCHITECT'S PROJECT NUMBER:** 5795

OWNER: ☒
ARCHITECT: ☒
CONSULTANT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Five (5) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

**THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.**

**DESCRIPTION** *(Insert a written description of the Work)*:

Provide cost change to provide window type 'W1' in the Telegrey 1 color from the Impressive Color Line.

**ATTACHMENTS** *(List attached documents that support description)*:

N/A

**REQUESTED BY THE ARCHITECT:**

*(Signature)*

J. Ryan Anderson, AIA
*(Printed name and title)*

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**User Notes:**



(3B9ADA65)

## Dave Brumagin

**From:** Ryan Anderson <randerson@aexllp.com>
**Sent:** Wednesday, May 20, 2020 5:00 PM
**To:** Dave Brumagin
**Cc:** Alex Gonzalez; Larry Livergood
**Subject:** RE: Aluminum window change
**Attachments:** 66353863-6131-4239-b137-623930393035 (45).pdf

Based on our review this change is approved.

Alex, how should the change order be executed? Are we to use the contractor's document attached or another document?

Ryan

**From:** Dave Brumagin <daveb@mattcongc.com>
**Sent:** Wednesday, May 20, 2020 11:02 AM
**To:** Ryan Anderson <randerson@aexllp.com>
**Subject:** Aluminum window change

Ryan,

See attached PCO for the the aluminum window color change.

Links within the pdf will take you to our back up.

Please let us know if this is acceptable/approved or if you need anything else.

Thanks,

David Brumagin
Mattcon General Contractors, Inc.
Office: 317 872-4700
Cell: 317-605-3223
Email: daveb@mattcongc.com
5460 W 84th St, Indianapolis, IN 46268

J. Ryan Anderson, AIA
Project Architect
Architectural Expressions, LLP
113 Illini Drive
Forsyth, IL 62535
P: 217.877.4620
www.aexllp.com

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New Castle
Glass & Mirror
1697 S. 14th St. NEW CASTLE, IN 47362
765-529-2113 OR 317-710-4434

Attn: Tobin McClintic
Subject: 5795 Columbian Penguin Exhibit
Alum Window Color

Tobin, it will be an additional **$300.00** for telegrey

Lead time is 6-8 weeks

Cory Cook Owner/Member 07/02/2019

MATTCON

# PCO #003

**Project:** 19-011 - PENGUIN EXHIBIT, COLUM PRK ZOO
1915 SCOTT ST
LAFAYETTE, Indiana 47904

## Prime Contract Potential Change Order #003: Work changes proposal request 2

| | | | |
|---|---|---|---|
| **TO:** | City of Lafayette; Lafayette Parks and Recreation<br>1915 Scott St<br>Lafayette, Indiana 47904 | **FROM:** | Mattcon General Contractors, Inc.<br>5460 West 84th Street<br>Indianapolis, Indiana 46268 |
| **PCO NUMBER/REVISION:** | 003 / 0 | **CONTRACT:** | 1 - PENGUIN EXHIBIT, COLUM PRK ZOO<br>Prime Contract |
| **REQUEST RECEIVED FROM:** | | **CREATED BY:** | David Brumagin **(Mattcon General Contractors, Inc.)** |
| **STATUS:** | Pending - In Review | **CREATED DATE:** | 9/16/2019 |
| **REFERENCE:** | | **PRIME CONTRACT CHANGE ORDER:** | #001 - Zoo change orders #1 |
| **FIELD CHANGE:** | No | | |
| **LOCATION:** | | **ACCOUNTING METHOD:** | Amount Based |
| **SCHEDULE IMPACT:** | | **PAID IN FULL:** | No |
| | | **TOTAL AMOUNT:** | ($473.80) |

**POTENTIAL CHANGE ORDER TITLE:** Work changes proposal request 2

**CHANGE REASON:** Client Request

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*
CE #013 - Exhibit Louvers Arch Changes request
Changes per Proposal request number 2 attached

**ATTACHMENTS:**
Architect approval.pdf Actuator Credit.pdf Gaylor detailed breakdown.pdf CREDIT Gaylor.pdf Work Changes Proposal Request 2.pdf

| # | Cost Code | Description | Type | Amount |
|---|---|---|---|---|
| 1 | 26-1000 - GAYLOR SC | Credit for Actuator labor, raceway, and conductor materials | Subcontract | ($248.80) |
| 2 | 05-1000 - JL WALTER SC | Changes in Pipe framing | Subcontract | $0.00 |
| 3 | 50-1000 - MGC MARK UP | Credit for actuators | Material | ($225.00) |
| | | | **Subtotal:** | ($473.80) |
| | | | **Grand Total:** | **($473.80)** |

**Larry Livergood (Architectural Expressions, LLP)**
113 Illini Dr
Forsyth, Illinois 62535

**SIGNATURE** **DATE**

**City of Lafayette; Lafayette Parks and Recreation**
1915 Scott St
Lafayette, Indiana 47904

**SIGNATURE** **DATE**

**Mattcon General Contractors, Inc.**
5460 West 84th Street
Indianapolis, Indiana 46268

**SIGNATURE** **DATE**



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# AIA® Document G709™ – 2001

## *Work Changes Proposal Request*

**PROJECT** *(Name and address)*:
Penguin Exhibit
Columbian Park Zoo
1915 Scott Street
Lafayette, IN 47904

**PROPOSAL REQUEST NUMBER:** 002

**DATE OF ISSUANCE:** July 19, 2019

OWNER: ☒
ARCHITECT: ☒
CONSULTANT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

**OWNER** *(Name and address)*:
City of Lafayette
Lafayette Parks and Recreation
1915 Scott Street
Lafayette, IN 47904

**CONTRACT FOR:** General Construction

**CONTRACT DATE:** April 16, 2019

**FROM ARCHITECT** *(Name and address)*:
Architectural Expressions, LLP
113 Illini Drive
Forsyth, IL 62535

**ARCHITECT'S PROJECT NUMBER:** 5795

**TO CONTRACTOR** *(Name and address)*:
Mattcon General Contractors, Inc.
5460 West 84th Street
Indianapolis, IN 46268

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Five (5) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

**THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.**

**DESCRIPTION** *(Insert a written description of the Work)*:

Provide backdraft dampers called out on Exhibit drawings: Greenheck WD-300.
Provide material and labor credit to omit actuators called out on Ventilation drawings and wiring and connections to actuators.
Provide material and labor credit to reduct the size of the misting fan frames as shown in the attached drawing, RFP 002.1

**ATTACHMENTS** *(List attached documents that support description)*:

Drawing RFP 002.1

**REQUESTED BY THE ARCHITECT:**

*(Signature)*

J. Ryan Anderson, AIA
*(Printed name and title)*

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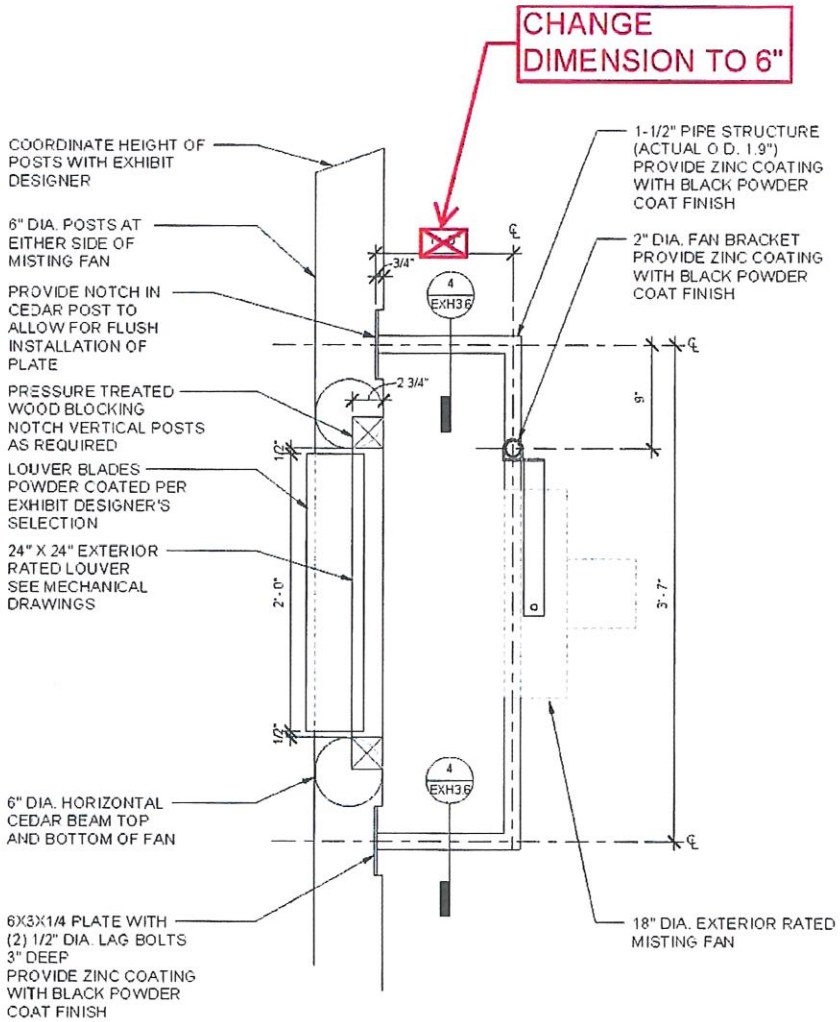
**User Notes:**
(3B9ADA56)




MISTING FAN SECTION 5

SCALE: 1 1/2" = 1'-0"

REFERENCE SHEET EXH3.6

PENGUIN EXHIBIT
COLUMBIAN PARK ZOO

PROJECT NO.: 5795
DATE: 7/19/19

DRAWING: RFP002.1

## Dave Brumagin

**From:** Ryan Anderson <randerson@aexllp.com>
**Sent:** Friday, May 29, 2020 1:00 PM
**To:** Dave Brumagin
**Cc:** 'dag (dag@kettelhut.com)'
**Subject:** RE: Actuator credit
**Attachments:** 66353863-6131-4239-b137-623930393035 (50).pdf

We approve this credit.

Ryan

**From:** Dave Brumagin <daveb@mattcongc.com>
**Sent:** Thursday, May 28, 2020 9:29 AM
**To:** Ryan Anderson <randerson@aexllp.com>
**Cc:** 'dag (dag@kettelhut.com)' <dag@kettelhut.com>
**Subject:** RE: Actuator credit

Ryan,

Can you please weigh in on if the credit offered per the attached is acceptable. This is the last piece of the approvals I need to submit a change order for the project that encompasses everything we have had to date.

Thanks,

David Brumagin
Mattcon General Contractors, Inc.
Office: 317 872-4700
Cell: 317-605-3223
Email: daveb@mattcongc.com
5460 W 84th St, Indianapolis, IN 46268

**From:** Dave Brumagin
**Sent:** Tuesday, May 26, 2020 8:32 PM
**To:** Ryan Anderson <randerson@aexllp.com>
**Subject:** Actuator credit

Ryan,

My vendor finally got back to me regarding the credit for the actuators. Please see attached, I now have it included. Please let me know if this is approved. I need an approval email from you AEX to put this change order into the zoo board for approval.

Thanks,

Dave

J. Ryan Anderson, AIA
Project Architect

Architectural Expressions, LLP
113 Illini Drive
Forsyth, IL 62535
P: 217.877.4620
www.aexllp.com

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# Proposed Change Order

GAYLOR ELECTRIC®
The Highest Performing National Contractor of Excellence

**Lafayette, IN**
703 Widewater Dr.
Lafayette, Indiana 47904

Client Address:

**Contract Name:** **ColumbianParkZoo Penguins**
**Contract #:** 19011/261000
**Project Name:** Columbian Park Zoo
**Project #:** 0030662
**Client PCO #:** 003

**Work Description**

Deduct price to remove the material and labor to install the circuit for the actuator dampers at the misting fans.

**Summary**

| | |
|---|---|
| **Selling Price** | **-248.80** |

**Contractor Certification**

**Name:** _____

**Date:** _____

**Signature:** _____

I hereby certify that this quotation is complete and accurate based on the information provided

**Client Acceptance**

**PCO #:** **003**

**Final Amount:** **-$ 248.80**

**Name:** _____

**Date:** _____

**Signature:** _____

**Change Order #:** _____

I hereby accept this quotation and authorize the contractor to complete the above described work

# Proposed Change Order

GAYLOR ELECTRIC®
The Highest Performing National Contractor of Excellence

**Lafayette, IN**
703 Widewater Dr.
Lafayette, Indiana 47904

Client Address:

**Contract Name:** **ColumbianParkZoo Penguins**
**Contract #:** 19011/261000
**Project Name:** Columbian Park Zoo
**Project #:** 0030662
**Client PCO #:** 003

**Work Description**

Deduct price to remove the material and labor to install the circuit for the actuator dampers at the misting fans.

**Itemized Description**

| Description | Qty | Net Price U | Total Mat. $ | Labor U | Total Hours |
|---|---|---|---|---|---|

**Summary**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Extension Materials** | | | | | % | Total | |
| Database Material | | | | | | -30.69 | |
| Total Extension Material Cost | | | | | | -30.69 | |
| Material Tax | | | | | 7.00 | -2.15 | |
| Material Overhead | | | | | 15.00 | -4.93 | |
| Material Markup | | | | | 5.00 | -1.89 | |
| **Total Extension Material** | | | | | | | **-39.65** |
| **Labor** | | Hours | Rate | Sub Total | % | Total | |
| Field Labor | | | | | | | |
| Journeyman | | -3.000 | 85.00 | -255.00 | | | |
| Total Field Labor | | | | | | -255.00 | |
| Total Labor Cost | | | | | | -255.00 | |
| Labor Overhead | | | | | 15.000 | -38.25 | |
| Labor Markup | | | | | 5.000 | -14.66 | |
| **Total Labor** | | | | | | | **-307.91** |
| **General Expenses** | **Qty Duration** | **Cost/Unit** | **Tax %** | **OH %** | **MU %** | **Total** | |
| Project Engineer | 1.00 | 85.00 | | 15.000 | 5.000 | 102.64 | |
| **Total General Expenses** | | | | | | | **102.64** |
| **Equipment** | **Qty Duration** | **Cost/Unit** | **Tax %** | **OH %** | **MU %** | **Total** | |
| Small Tools (Per Hour) | -3.000 | 1.00 | 7.000 | 15.000 | 5.000 | -3.88 | |
| **Total Equipment** | | | | | | | **-3.88** |
| **Sub Total 1** | | | | | | | **-248.81** |
| **Sub Total 2** | | | | | | | **-248.80** |
| **Selling Price** | | | | | | | **-248.80** |
| **Tax** | | | | | | | **0.00** |
| **Total** | | | | | | | **-248.80** |

# Proposed Change Order

**Lafayette, IN**
703 Widewater Dr.
Lafayette, Indiana 47904

Client Address:

**Contract Name:** **ColumbianParkZoo Penguins**
**Contract #:** 19011/261000
**Project Name:** 0030662
**Project #:** Columbian Park Zoo
**Client PCO #:** 003

## Contractor Certification

**Name:** _____

**Date:** _____

**Signature:** _____

I hereby certify that this quotation is complete and accurate based on the information provided

## Client Acceptance

**PCO #:** **003**

**Final Amount:** **-$ 248.80**

**Name:** _____

**Date:** _____

**Signature:** _____

**Change Order #:** _____

I hereby accept this quotation and authorize the contractor to complete the above described work

## Work Description

# Quotation

**Indianapolis Office**
3048 N. Ridgeview Dr.
Indianapolis, Indiana, 46226
Ph:+1 (317) 545-4221
E-mail: athompson@colbyequipment.com

**Project:** **Penguin Exhibit - Actuators**
**Number:** **I 2001395**

| | | | |
|---|---|---|---|
| **To:** | Mattcon General Contractors | **Date:** | May 26, 2020 |
| **Attention:** | David Brumagin | **From:** | Andrea Thompson |
| **Addenda:** | | **Terms:** | Standard Terms Apply |
| | | | Freight Allowed |
| **Drawings as of:** | | | Standard Factory Lead Times |

***We are pleased to offer this quote based on the following terms and conditions:***

| Qty | Description |
|---|---|
| 3 | Deduct for 24V Two Position Actuator for WD-300 Dampers |

**Total:** **$225.00**

*Due to price volatility in the metals market, quote is valid for 15 days. Orders released beyond 15 days may be subject to manufacturer's announced price increases.*

**Respectfully,**

**Andrea Thompson**

# Quotation

**Indianapolis Office**
3048 N. Ridgeview Dr.
Indianapolis, Indiana, 46226
Ph:+1 (317) 545-4221
E-mail: athompson@colbyequipment.com

**COLBY EQUIPMENT COMPANY, INC. QUOTATION - TERMS AND CONDITIONS**

1. **OFFER, ACCEPTANCE, MODIFICATION.** Purchaser shall be deemed to have accepted these terms and conditions if: (i) Purchaser executes the signature block below, (ii) Purchaser evidences its acceptance of these terms and conditions in any manner reasonable under the circumstances, or (iii) Purchaser directs Seller to ship the goods requested on the Quotation after Purchaser's receipt of the Quotation. Any acceptance is limited to these terms and conditions only. This Quotation is conditioned upon the terms stated herein and Seller hereby rejects any terms that Purchaser may seek to impose in its written documentation or any other communication, except to the extent that such terms and conditions have been expressly agreed in writing by Seller. Any modification to this Quotation must be made in a writing signed by both parties.
2. **PRICING; TAXES.** The Quotation is valid for a maximum of fifteen (15) days and is based upon Seller's immediate submission and release of the requested goods to manufacture and subsequent shipment upon completion of manufacturing, unless otherwise indicated in writing. Releases for shipment at a date beyond the time referenced in the previous sentence are subject to the Seller's prices in effect at the time of release to manufacture. If transportation charges from point of origin of the shipment to a designated point are included in the prices herein named or heretofore quote, then: (a) any changes in such transportation charges shall be for the account of Purchaser; and, (b) except as otherwise state in the Quotation, Seller shall not be responsible for switching, spotting, handling, storage, demurrage or any other transportation or accessorial service, nor for any charges incurred therefor, unless such charges are included in the applicable tariff freight rate from shipping point to the designated point. Any taxes that Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the material or goods covered by the Quotation, including taxes upon or measured by the recipients from the sale thereof, shall be for the account of the Purchaser, who shall promptly pay the amount thereof to the Seller upon demand.
3. **TITLE.** Title to the goods shall remain with Seller until payment in full is received from Purchaser.
4. **SHIPPING AND DELIVERY TIME.** Delivery of the goods is subject to Manufacturer's standard lead time, unless otherwise stated in writing. Lead times are estimated based on current and projected manufacturing capacity at the time of quoting and may change without notice. All shipping dates and transit times are good faith estimates and neither Manufacturer, Seller nor Shipper shall be liable for any damages related to failure to ship or deliver a product by a certain date or time. When available, the Quotation may include expedited manufacturing or shipping options at an additional, premium expense. Liability of the Seller, Manufacturer and Shipper is limited to the additional, premium paid for expediting the order. All shipments will be accompanied by a packing slip, which describes the goods, states the Quotation number, and shows the shipment's destination.
5. **RISK OF LOSS.** All goods shall be sold and delivered F.O.B shipping point. Purchaser shall bear responsibility and the risk of any loss or damage to the goods once such goods have been loaded for shipping.
6. **CREDIT AND PAYMENT.** In its sole discretion, Seller may furnish credit to Purchaser. If Seller elects to extend credit, , Seller will tender to Purchaser an invoice for the respective goods. Purchaser shall pay the total amount of such invoice to Seller within thirty (30) days of the date of the invoice. Purchaser shall remit such payments at the address identified on the Invoice. For Purchasers who have not been extended credit, payment is due to Seller at the time of order unless otherwise agreed in writing. Payments made by credit card are due at the time of order. If Purchaser utilizes a credit card to pay down an open account balance, a 3% processing fee will be applied to the transaction. If Purchaser fails to pay the invoiced amounts within such respective time frames, then all delinquent amounts shall accrue interest at the rate of 2% per month (24% per annum). Purchaser may not offset or deduct any amounts from the sum stated on the Invoice, unless such offset or deduction is expressly accepted by Seller in writing. Any sums offset or deducted by Purchaser without Seller's acceptance as stated herein shall be considered overdue and are subject to the above interest charges.
7. **RETURNS.** Subject to paragraph 10, goods ordered directly from the Manufacturer are made to order and are not returnable. Goods purchased from Seller's warehouse stock may be returnable if Seller deems in its sole discretion that such goods are in re-sellable condition. Any returns are subject to Purchaser's payment of a restocking fee.
8. **DRAWINGS AND DESIGNS.** Purchaser shall submit to Seller any applicable specifications to which the goods are to conform. Seller shall then prepare drawings and designs based upon those specifications ("Submittals"). The goods furnished hereunder will conform to the Submittals, which have been prepared by Seller based on the specifications provided by Purchaser. Notwithstanding any marking placed upon the Submittals by Purchaser, Purchaser's failure to provide Seller with written objection to the physical or functional configuration of the Submittals prior to either the commencement of manufacturing of the goods or ordering of materials for manufacturing of the goods, whichever occurs earlier, shall be deemed as Purchaser's approval of the Submittals. Manufacture of the goods in accordance with the Submittals shall constitute complete and adequate fulfillment of Seller's obligations hereunder. Seller is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Seller for any additional costs resulting from such errors.
9. **WARRANTIES OF SELLER; LIMITATION OF DAMAGES; MANUFACTURER WARRANTIES.** Except for the warranty that the goods are provided in accordance with the Submittals, SELLER MAKES NO WARRANTY EXPRESS OR IMPLIED; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE FOREGOING WARRANTY IS HEREBY DISCLAIMED BY SELLER. Seller's maximum liability shall not in any case exceed the amount Purchaser paid for the respective goods claimed to be either defective or unsuitable. All manufacturer warranties shall be assigned to Purchaser.
10. **PERMISSIBLE VARIATIONS; INSPECTION OF GOODS; PURCHASER REMEDY.** All goods, including those produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of trade and regular mill practices concerning: dimension, weight, straightness, section, composition and mechanical properties; normal variations in surface, internal conditions and quality; deviations from tolerances and variations consistent with practical testing and inspection methods, and regular mill practices concerning over and under shipments. Purchaser may inspect, or provide inspection, at the place of the goods' manufacture at the Purchaser's expense. Such inspection shall be conducted so as not to interfere unreasonably with manufacturer's operations, and consequent approval or rejection shall be made before shipment of the goods. If the goods do not conform to the approved Submittals, Purchaser shall immediately notify the Seller in writing of such purported condition and afford the Seller and manufacturer, and their subcontractors and materialmen, a reasonable opportunity to cure any purported defect, including access to the location of the allegedly defective goods for evaluation and, if needed, on-site repair and/or modification. If Purchaser fails to notify Seller within five (5) business days of receipt of the goods of Purchaser's complaint, then Purchaser shall be deemed to have accepted the goods as adequate and satisfactory. No goods shall be returned without the Seller's consent. Purchaser's sole remedy for any goods deemed to be non-conforming by both Purchaser and Seller shall be to secure replacement thereof. In such event, Seller shall replace such non-conforming goods at the original point of delivery.
11. **EXCUSABLE DELAYS.** Seller shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in transportation, shortage of vehicles, fuel, labor or materials, or any circumstance or cause beyond the control of Seller.
12. **INDEMNIFICATION, INSURANCE, AND WAIVER AND RELEASE.** Purchaser shall indemnify, hold harmless, and defend Seller, its affiliates, trustees, administrators, beneficiaries, shareholders, partners, members, managers, owners, agents, employees, officers, directors, insurers, successors and assigns (collectively hereinafter referred to as "Indemnitees") from and against all claims, damages, costs, causes of action liabilities, losses, and expenses, of whatever kind or nature, at law or in equity, whether related to property damage, personal injury, or both, including, but not limited to, attorney's fees, that arise out of or result from: (i) the performance of this Quotation by Purchaser, its employees, licensees, agents, or subcontractors, (ii) the utilization of the goods provided hereunder by Purchaser, its employees, licensees, agents, or subcontractors, or (iii) any alleged intellectual property infringement related to the goods due to any designs or specifications provided by Purchaser to Seller. The foregoing indemnity on the part of Purchaser applies regardless of whether any indemnified party caused or contributed the aforementioned loss. At Seller's request, Purchaser shall defend such claims at Purchaser's expense by counsel satisfactory to Seller. Purchaser shall at all times maintain, at Purchaser's expense, insurance policies which contain coverage terms and liability limits which are, in Seller's sole discretion, sufficient to insure Purchaser's obligations contained herein. Seller shall provide to Purchaser, as a condition precedent to Seller's obligation to proceed pursuant to the Quotation and/or these terms and conditions, copies of all applicable insurance policies, declarations pages and certificates.
13. **MISCELLANEOUS.**
    a. This Quotation, together with any attachments, exhibits, specifications, or supplements specifically referenced herein, constitutes the entire agreement between Seller and Purchaser with respect to the matter contained herein and supersedes all prior oral or written representations and agreements.
    b. Purchaser may not assign its rights hereunder without the prior written consent of Seller
    c. Seller's failure of either party at any time to require performance by the Purchaser of any provision of this Quotation shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of Seller of a breach of any provision of this Quotation constitute a waiver of any succeeding breach of the same or any other provision.
    d. Seller and Purchaser are independent contracting parties and nothing in this Quotation shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
    e. If any term of this Quotation is invalid or unenforceable under any statute, regulation, ordinance, executive Quotation, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, Quotation or rule, and the remaining provisions of this Quotation shall remain in full force and effect.
    f. The rights and remedies reserved to Seller in this Quotation shall be cumulative and additional to all other remedies available to Seller in law or equity.
    g. Purchaser shall be liable to Seller for reasonable attorney's fees incurred by Seller in connection with the collection, or attempt to collect, any damages arising from any act or omission of Purchaser, or any of its agents, or from Purchaser's failure to perform or fulfill any obligations or responsibilities provided under this Quotation.
    h. This Quotation is governed by the laws of the State of Indiana. Any legal proceeding brought to enforce this Quotation shall be brought in the courts of Marion County, Indiana.
    i. Purchaser hereby waives any claim against Seller, its agents and affiliates, for consequential, indirect, and special damages of any kind, including, but not limited to, loss of anticipated income and lost profits.
    j. If Seller extends credit to Purchaser and Seller, in its sole discretion, later determines that Purchaser may not be able to satisfy its payment obligations, the Seller may cancel or delay the manufacture or shipment of any goods requested by Purchaser until such time as Seller, in its sole discretion, becomes satisfied that Purchaser is able to discharge its payment obligations.

**Accepted by (Name/Title):** _____ **Signature:** _____ **Date:** _____

MATTCON

# PCO #006

**Project:** 19-011 - PENGUIN EXHIBIT, COLUM PRK ZOO
1915 SCOTT ST
LAFAYETTE, Indiana 47904

## Prime Contract Potential Change Order #006: CE #031 - Winter Conditions

| | | | |
|---|---|---|---|
| **TO:** | City of Lafayette; Lafayette Parks and Recreation<br>1915 Scott St<br>Lafayette, Indiana 47904 | **FROM:** | Mattcon General Contractors, Inc.<br>5460 West 84th Street<br>Indianapolis, Indiana 46268 |
| **PCO NUMBER/REVISION:** | 006 / 0 | **CONTRACT:** | 1 - PENGUIN EXHIBIT, COLUM PRK ZOO<br>Prime Contract |
| **REQUEST RECEIVED FROM:** | | **CREATED BY:** | David Brumagin **(Mattcon General Contractors, Inc.)** |
| **STATUS:** | Pending - In Review | **CREATED DATE:** | 5/26/2020 |
| **REFERENCE:** | | **PRIME CONTRACT CHANGE ORDER:** | #001 - Zoo change orders #1 |
| **FIELD CHANGE:** | No | | |
| **LOCATION:** | | **ACCOUNTING METHOD:** | Amount Based |
| **SCHEDULE IMPACT:** | | **PAID IN FULL:** | No |
| | | **TOTAL AMOUNT:** | $12,000.00 |

**POTENTIAL CHANGE ORDER TITLE:** CE #031 - Winter Conditions

**CHANGE REASON:** No Change Reason

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*
CE #031 - Winter Conditions
Per conversation between Alex, Claudine, and Mattcon an agreed upon extra of $12,000 for winter conditions was agreed upon. This PCO encompasses all everyting associated with extra winter conditions costs.

**ATTACHMENTS:**

| # | Cost Code | Description | Type | Amount |
|---|---|---|---|---|
| 1 | 01-5160 - TEMPORARY HVAC & VENTILATION | Winter Conditions | Material | $12,000.00 |
| | | | **Subtotal:** | $12,000.00 |
| | | | **Grand Total:** | **$12,000.00** |

**Larry Livergood (Architectural Expressions, LLP)**
113 Illini Dr
Forsyth, Illinois 62535

**City of Lafayette; Lafayette Parks and Recreation**
1915 Scott St
Lafayette, Indiana 47904

**Mattcon General Contractors, Inc.**
5460 West 84th Street
Indianapolis, Indiana 46268

**SIGNATURE** **DATE** **SIGNATURE** **DATE** **SIGNATURE** **DATE**



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