Contract for Administrative, Environmental Review Program Delivery, Lead Testing Services

By and between the

CITY OF RICHMOND, INDIANA
And
STAR DEVELOPMENT, INC.

THIS CONTRACT, entered into as of the 21st day of November, 2016, referred to as Contract Number 129-2016, by and between the City of Richmond, Indiana, (hereinafter referred to as Richmond) and Star Development, Inc., 220 West Main Street, Cambridge City, Indiana, 47327 (hereinafter referred to as Star).

WHEREAS, Richmond has entered into a grant agreement with the Indiana Housing and Community Development Authority (IHICDA) under provisions of the Housing and Community Development Act of 1974, as amended, (the Act); and

WHEREAS, pursuant to such a grant agreement, Richmond is undertaking certain activities necessary for the administrative, environmental review, program delivery and lead testing services of projects situated in the City of Richmond; and

WHEREAS, a certain Request for Proposals dated October 5, 2016, has been made available for inspection by Richmond, is on file in the office of Director of Purchasing and the Director of the Department of Infrastructure and Development of the City, and is hereby incorporated by reference and made a part of this Agreement. Star agrees to abide by the same; and

WHEREAS, the response of Star to said Request for Proposals is attached hereto as Exhibit A, which Exhibit was received October 13, 2016, consists of nine (9) pages, and is hereby incorporated by reference and made a part of this Agreement; and

WHEREAS, Richmond desires to engage Star to render certain assistance in connection with such undertakings in Richmond.

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

1. Scope of Services.

Star shall perform all necessary services under this contract in connection with and respecting Richmond, and shall do, perform, and carry out, in a satisfactory and proper manner, as determined by Richmond, the following:

Contract No. 129-2016
A. Environmental Review Services:

1. **Star** will conduct and carry out the required environmental review process, on behalf of **Richmond**, in accordance with the regulatory requirements described in the grant agreement and all other applicable requirements. Specifically, Star will make sure that the project is in compliance with all applicable local, state and federal environmental laws and regulations as required by the Indiana Housing and Community Development Authority (hereinafter “IHCDA”).

B. Grant Administration Services:

1. **Star** shall assist **Richmond** in establishing project policies and procedures.
2. **Star** shall recommend courses of action to **Richmond** for implementation of project activities.
3. **Star** shall assist with the Execution of the Grant Agreement with IHCDA.
4. **Star** shall assist **Richmond** with developing a Housing Procedures Manual.
5. **Star** shall take formal applications from homeowners and determine eligibility and preference rating.
6. **Star** shall supervise the project, as **Richmond**’s representative, with the contractors on the project.
7. **Star** shall maintain all of **Richmond**’s records as required by grant conditions.
8. **Star** shall prepare request for funds and status of funds reports for submission to IHCDA, as required.
9. **Star** shall assist **Richmond** in maintaining a separate bookkeeping system, as required by the IHCDA.
10. **Star** shall assist **Richmond** in preparing for audits as required by IHCDA and the Indiana State Board of Accounts (hereinafter “SBOA”).
11. **Star** shall process requests with:
   1. **Richmond**’s City Controller
   2. IHCDA
   2. **Richmond**’s City Council or Board of Public Works and Safety
12. **Star** shall set up and maintain all Financial Record keeping books.
13. **Star** shall prepare and process all periodic reports required by IHCDA.
14. **Star** shall prepare Closeout Documents, Completion Reports & Match Documentation as required by IHCDA.
15. **Star** shall meet with the Auditor and SBOS for final audit.
16. **Star** shall assist **Richmond** in meeting all Civil Rights Requirements.
17. **Star** shall perform any other actions that may be necessary from time to time, as determined by the City, and as related to this project.
18. **Star** shall disburse all grant funds on behalf of grantee.

C. Program Delivery Services:

1. **Star** shall perform all client intake procedures including income verification.
2. **Star** shall notify homeowners of application approval/denial.
3. **Star** shall complete the initial inspection reports for each home to be rehabilitated.
4. **Star** shall prepare the Set-Up documents per site and Summary reports as required by IHCDA.
5. **Star** shall obtain from the homeowners a signed consent for rehabilitation.
6. **Star** shall prepare bidding documents including required LBP hazards and other items as required by IHCDA.
7. **Star** shall prepare legal advertisements for construction bids.
8. **Star** shall conduct Pre-Bid Conference.
9. **Star** shall analyze the bids with homeowners with lowest best bid accepted and present recommendations to **Richmond**.
10. **Star** shall prepare Rehabilitation No-Lien contracts to be signed by **Richmond’s Representative**, Homeowner and Contractor being awarded the Rehabilitation Contract.
11. **Star** shall conduct the inspections on each home being rehabilitated before making progress payments to a contractor.
12. **Star** shall conduct owner or contractor requested inspections.
13. **Star** shall conduct final inspections on each home that has been rehabilitated and make payment to the Contractor after payment has been received by **Richmond** from IHCDA.
14. **Star** shall provide all files to IHCDA to monitor for final monitoring.

D. Lead-Based Paint Services:

1. **Star** shall provide all lead based paint testing as required by IHCDA, which consist of Lead Based Paint Risk Assessment and Lead Based Paint Clearance Test.
2. **Star** shall review and inform homeowners of Lead Hazards noted in Lead Based Paint Risk Assessment and results of Lead Based Paint Clearance Test.
3. **Star** shall provide a copy of the Lead Risk Assessment and Clearance Test to each participating homeowner.

2. **Time of Performance.**

The grant administration, environmental review and program delivery services of **Star** are to commence when Indiana Housing and Community Development Authority authorizes **Richmond** to incur cost for said services. The services shall be undertaken and completed in such sequence as to assure the expeditious completion of the project; but in any event all of the services required hereunder shall be completed in a timely manner as required by Indiana Housing and Community Development Authority.

3. **Compensation.**

Compensation under this contract shall depend upon an anticipated One Hundred Thousand Dollar ($100,000.00) grant award. The compensation under this contract shall be paid through grant funds provided by Indiana Housing and Community Development Authority. **Richmond** is not obligated to pay compensation with **Richmond’s budget funds.** **Richmond is not responsible for any compensation to Star, unless Richmond has been awarded the grant.** Subject to a receipt of a requisition for payment from **Star** and amount requisitioned
is in conformance with terms of this contract, Richmond and Star hereby agree that the fees paid to Star will be in the following manner:

A. Environmental Review Services Compensation.

Star shall be paid $100.00/hour with a not to exceed fee of $3,000.00 for all services related to the preparation of the necessary documents for an environmental review of the project as required by the IHICDA grant agreement. The attached rate schedule, included as part of Exhibit A with Star's proposal, shall be used in computing the actual cost.

B. Grant Administration Services Compensation.

Star shall be paid on $100.00/hour with a not to exceed fee of $6,000 for all services related to the grant administration activities of the IHICDA grant. The fee includes the project management cost, bookkeeping salaries, supplies and all general overhead expense, such as, phone, travel cost, insurance, and postage. The attached rate schedule shall be used in computing the actual cost.

C. Program Delivery Compensation

Star shall be paid $100.00/hour with a not to exceed fee of $11,000.00 for all services related to the program delivery activities related to houses being rehabilitated under the IHICDA project. These services include home inspections (initial and follow up), determination and preparation of work to be done, preparation of bid documents, and any and all other services necessary to implement the project.

D. Lead-Based Paint Hazard Testing

Star shall be paid a fixed price fee of $1,000.00 per home for all lead based paint hazard testing related to the homeowner repair and improvements project under IHICDA. These services include a lead based paint risk assessment and lead based paint clearance test performed by a state licensed risk assessor.

The above fee payment schedules include all costs to be incurred by Star. Upon depletion of the earmarked funds for administrative, environmental review and program delivery services, Star will curtail the submission of claims and will continue to operate the program until the project has been audited and closed out with IHICDA and SBOA. If funding is decreased by IHICDA, Star's contract amounts will be adjusted according to the new budget.

4. Responsibility.

At all times, Richmond, including all its Departments, is legally responsible for the execution of the grant agreement with Indiana Housing and Community Development Authority.
5. **Changes.**

Richmond may, from time to time, request changes in the Scope of Services, Section 1 of this contract with Star to be performed hereunder. Such changes, including any increase or decrease in the amount of Star's compensation, which are mutually agreed upon by and between Richmond and Star, shall be incorporated in written addenda to this Contract. Star may request a change in the maximum amount payable by Richmond in the event that said maximum amount does not provide just compensation for services provided hereunder, however, Richmond shall be under no obligation to agree to a request in the change in the maximum amount payable. Any changes in the maximum amount payable by Richmond which are mutually agreed upon by and between Richmond and Star shall be incorporated in written addenda to this Contract.

6. **Personnel and Status of Star.**

Star represents that it has, or will secure all personnel required in the performance and execution of services under this contract. All services required hereunder will be performed by Star and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.

Star shall be deemed to be an independent contractor and is not an employee or agent of the City of Richmond. Star shall provide, at its own expense, competent supervision of the work.

7. **Assignability.**

Star shall not assign any interest of this Contract, nor transfer any interest in the same (whether by assignment or notation), without prior written consent of Richmond thereto and any such assignment without prior written consent shall be void; provided however, that claims for money by Star from Richmond under this Contract may be assigned to a bank, trust company, or other financial institutions without such approval from Richmond.

8. **Findings Confidential.**

All of the reports, information, data, etc. prepared or assembled by Star under the Contract, are confidential and Star agrees that they shall not be made available to any individual or organization without prior written approval of Richmond.

9. **Copyright.**

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of Star.

10. **Compliance with Local Laws.**

Star shall comply with all applicable laws, ordinances and code of the State and Local governments.
11. **Term of Agreement.**

This Agreement shall become effective when signed by all parties and shall continue in effect until completion of the project.

12. **Termination.**

Notwithstanding the term of this Agreement, Richmond may terminate this Agreement in whole or in part, for cause, at any time by giving at least five (5) working days written notice specifying the effective date and the reasons for termination which shall include but not be limited to the following:

a. failure, for any reason of Star to fulfill in a timely and proper manner its obligations under this Agreement;

b. submission by Star to the City of reports that are incorrect or incomplete in any material respect;

c. ineffective or improper use of funds provided under this Agreement; or

d. suspension or termination of the grant funding to the City under which this Agreement is made;

In the event of such termination, Richmond shall be required to make payment for all work performed prior to the effective date by Contractor, but shall be relieved of any other responsibility herein. In the event of a termination of this contract by either Star or Richmond, Star shall turn over to Richmond, in a timely manner, all records and documents relating to this Contract.

This Agreement may also be terminated by either Richmond or Star, in whole or in part, by mutual Agreement of the parties by setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated.

13. **Indemnification and Insurance.**

Star agrees to obtain insurance and to indemnify Richmond for any damage or injury to person or property or any other claims which may arise from Star's conduct or performance of this Agreement, either intentionally or negligently; provided, however, that nothing contained in this Agreement shall be construed as rendering Star liable for acts of Richmond, its officers, agents, or employees. Star shall as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect it from the claims set forth below which may arise out of or result from Star's operations under this Agreement, whether such operations by Star or by any sub-contractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts Star may be held responsible.

**Coverage**

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14. **Compliance With Worker's Compensation Law.**

*Star* agrees and acknowledges that it is an independent contractor and will not seek Worker’s Compensation coverage from *Richmond* in the event that one of *Star*’s agents, employees or contractors is injured while performing the terms of this Agreement. *Star* further acknowledges that it will comply with Indiana Worker's Compensation law. If *Star* is an out of state employer and therefore subject to another state’s worker’s compensation law, *Star* may choose to comply with all provisions of their home state’s worker’s compensation law.

15. **Compliance with Indiana E-Verify Program Requirements**

Pursuant to Indiana Code 22-5-1.7, *Star* is required to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the Indiana E-Verify program. *Star* is not required to verify the work eligibility status of all newly hired employees of *Star* through the Indiana E-Verify program if the Indiana E-Verify program no longer exists. Prior to the performance of this Agreement, *Star* shall provide to the City its signed Affidavit affirming that *Star* does not knowingly employ an unauthorized alien in accordance with IC 22-5-1.7-11 (a) (2). In the event *Star* violates IC 22-5-1.7 *Star* shall be required to remedy the violation not later than thirty (30) days after the City notifies *Star* of the violation. If *Star* fails to remedy the violation within the thirty (30) day period provided above, the City shall consider *Star* to be in breach of this Agreement and this Agreement will be terminated. If the City determines that terminating this Agreement would be detrimental to the public interest or public property, the City may allow this Agreement to remain in effect until the City procures a new contractor. If this Agreement is terminated under this section, then pursuant to IC 22-5-1.7-13 (c) *Star* will remain liable to the City for actual damages.

16. **Iran Investment Activities**

Pursuant to Indiana Code (IC) 5-22-16.5, *Star* certifies that *Star* is not engaged in investment activities in Iran. In the event City determines during the course of this Agreement that this certification is no longer valid, City shall notify *Star* in writing of said determination and shall give *Star* ninety (90) days within which to respond to the written notice. In the event *Star* fails to demonstrate to the City that *Star* has ceased investment activities in Iran within ninety (90) days after the written notice is given to *Star*, the City may proceed with any remedies it may have pursuant to IC 5-22-16.5. In the event the City determines during the course of this Agreement that this certification is no longer valid and said determination is not rebutted by *Star* in the manner set forth in IC 5-22-16.5, the City reserves the right to consider the *Star* to be in breach of this Agreement and terminate the agreement upon the expiration of the ninety (90) day period set forth above.

17. **Prohibition Against Discrimination.**

1. That in the hiring of employees for the performance of work under this Agreement of any subcontract hereunder, *Star*, any subcontractor, or any person acting on behalf of *Star* or any sub-contractor, shall not discriminate by reason of race, religion, color, sex, national origin or ancestry against any citizen of the State of
Indiana who is qualified and available to perform the work to which the employment relates;

2. That Star, any sub-contractor, or any person action on behalf of Star or any sub-contractor shall in no manner discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, religion, color, sex, national origin or ancestry;

3. That there may be deducted from the amount payable to Star by Richmond under this Agreement, a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement; and

4. That this Agreement may be canceled or terminated by Richmond and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Agreement.

5. Violation of the terms or conditions of this Agreement relating to discrimination or intimidation shall be considered a material breach of this Agreement.


Star hereby agrees to release and hold harmless Richmond and all officers, employees, or agents of the same from all liability for negligence which may arise in the course of Star's performance of its obligations pursuant to this Agreement.


This Agreement shall be controlled by Indiana law and shall be binding upon the parties, their successors and assigns.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The parties hereto submit to venue and jurisdiction of the courts of Wayne County, Indiana, and suit arising under this Contract, if any, must be filed in said courts. The parties specifically agree that no arbitration or mediation shall be required prior to the commencement of legal proceedings in said Courts.

20. Any person executing this Contract in a representative capacity hereby warrants that he has been duly authorized by his or her principal to execute this Contract.

21. In the event of any breach of this Agreement by Star, and in addition to any other damages or remedies, Star shall be liable for all costs incurred by Richmond due to the enforcement of this Agreement, including but not limited to Richmond's reasonable attorney's fees, whether or not suit is filed.
22. In the event that an ambiguity or question of intent or a need for interpretation of this Agreement arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

23. **Equal Opportunity Clause; Executive Order 11246.**

During the performances of this Contract, **Star** agrees as follows:

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

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

c) **Star** will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of **Star's** commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) **Star** will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

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

f) In the event of **Star's** non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and **Star** may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
g) Star will include the portion of the sentence immediately preceding paragraph ‘a’ and the provisions of paragraphs ‘a’ through ‘g’ in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Star will take such action with respect to any subcontract or purchase order as the administering agency may direct a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event Star becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such Star may request the United States to enter into such litigation to protect the interests of the United States.

Richmond further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if

Richmond so participating is a state or local government, the above equal opportunity clause not applicable to any agency, instrument or subdivisions of such government, which does not participate in work on or under contract.

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

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

(A) As used in these specifications:

a. "Covered area" means the geographical area described in the
   solicitation from which this contract resulted;
b. "Director" means Director, Office of Federal Contract Compliance
   Programs, U.S. Department of Labor, or any person to whom the
   Director delegates authority;
c. "Employer identification number" means the federal Social Security
   number used on the employer's quarterly federal tax return, U.S.
   Treasury Department Form-941.
d. "Minority" includes:
   i. Black (all persons having origins in any of the black African
      racial groups not of Hispanic origin);
   ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban,
       Central or South American or other Spanish culture or origin,
       regardless of race);
   iii. Asian and Pacific Islander (all persons having origins in any
       of the original peoples of the Far East, Southeast Asia the
       Indian subcontinent, or the Pacific Islands); and
   iv. American Indian or Alaskan Native (all persons having
       origins in any of the original peoples of North American and
       maintaining identifiable trivial affiliations through
       membership and participation or community identification).

(B) Whenever Star or any subcontractor at any tier, subcontracts a portion of the
work involving any construction trade, it shall physically include in each
subcontract in excess of $10,000.00 the provisions of these specifications and
the notice which is set forth in the solicitations from which this contract
resulted.

(C) If Star is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan
approved by the U.S. Department of Labor in the covered area either
individually or through an association, its affirmative action obligations on all
work in the plan area (including goals and timetables) shall be in accordance
with that plan for those trades which have unions participating in the plan.
Contractors must be able to demonstrate their participation in and compliance
with the provisions of any such Hometown Plan. Each contractor or
subcontractor participating in an approved plan is individually required to
comply with its obligations under the EEO clause, and to make a good faith
effort to achieve each goal under the plan in each trade in which it has
employees. The overall good faith performance by other contractors or
subcontractors toward a goal in an approved plan does not excuse any
covered contractor’s or subcontractor’s failure to take good faith efforts to achieve the plan goals and timetables.

(D) **Star** shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. **Star** is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(E) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom **Star** has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor’s obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereof.

(F) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by **Star** during the training period. **Star** must also have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be pursuant to training programs approved by the U.S. Department of Labor.

(G) **Star** shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of **Star**’s compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. **Star** shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where employees are assigned to work. **Star** shall specifically ensure that all foremen, superintendents and other on-site supervisor personnel are aware of and carry out **Star**’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources. Provide written notification to minority and female recruitment sources and to community organizations when **Star** or its unions have employment opportunities available and maintain a record of the organization’s responses.

3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization
and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to Star by the union, or if referred, not employed by Star, this shall be documented in the file with the reason therefore; along with whatever additional actions Star may have taken.

4. Provide immediate written notification to the director when the union or unions with which Star has a collective bargaining agreement has not referred to Star a minority person or woman sent by Star or when Star has other information that the union referral process has impeded Star's efforts to meet its obligations.

5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to Star's employment needs, especially those programs funded or approved by the Department of Labor. Star shall provide notice of these programs to the sources complied under 7b above.

6. Disseminate Star's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting Star in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each locations where construction work is performed.

7. Review, at least annually, the Star's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

8. Disseminate the Star's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing Star's EEO policy with other contractors and subcontractors with whom Star does or anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training
organizations serving Star's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, Star shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Star's work force.

11. Validate all test and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriated training, etc., such opportunities and encourage these employees to see or the prepare for, through appropriate training, etc., such opportunities.

13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and Star's obligations under these specifications are being met.

14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Star's EEO policies and affirmative action obligations.

17. *Covered construction contractors performing contract in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any office of Federal Contractor Compliance Programs Office or from federal procurement contracting officers. * Proposed Rule
(H) Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through q). The efforts of contractor associations, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through q of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation shall not be a defense for the contractor's non-compliance.

(I) A single goal for minorities and a separate single goal for women have been established. Star, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female and all women, both minority and non-minority. Consequently, Star may be in violation of the executive order if a particular group is employed in a substantially disparate manner. (For example, even though Star has achieved its goals for women generally, Star may be in violation of the executive order if a specific minority group of women is underutilized.)

(J) Star shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, national origin or handicap.

(K) Star shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

(L) Star shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contact Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

(M) Star, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph seven of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If Star fails to comply with the requirements of the executive order, the implementing regulations, or these specifications, the director shall proceed in accordance with 41 CFR 60-4.8.
(N) **Star** shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned Social Security number, race, sex, status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(O) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

24. **Title VI of the Civil Rights act of 1964.**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

25. **Section 109 of the Housing and Community Development Act of 1974.**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with funds made available under this title.

26. **“Section 3” Compliance in the Provision of Training, Employment and Business Opportunities.**

   A) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Dept. of Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701(u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contract for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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

C) **Star** will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers’ representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D) **Star** will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. **Star** will not subcontract with any subcontractors where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

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

27. **Certification of Non-segregated Facilities (Over $10,000.00)**

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employment any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, *transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He/she further agrees that (except specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such
certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

- Parking Lots, drinking fountains, recreation or entertainment areas.

28. OMB Circular A-102 Attachment O: Contract Provision # 4a, 14b and 14i.

**Richmond** and **Star** shall include the following contract provisions or conditions in all procurement contracts and subcontracts as required by the provision, federal law or the State of Indiana.

**Provision 14a.** Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

**Provision 14b.** All contracts in excess of $10,000.00 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition such contract shall describe conditions under which the contract maybe terminated because of circumstances beyond the control of the contractor.

**Provision 14i.** Contracts, subcontracts, and sub-grants of amounts in excess of $100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (3 3 USC 13 68), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 152), which prohibit the use under non-exempt Federal Contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provisions all require reporting of violations to the grantor agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

29. **Title VI of the Civil Rights Act of 1975.**

**Provision:** 24 CFR 1.5a provides that in cases of transfer of real or personal property, the acquisition of which was assisted with federal funds, the transferor must assure that the transferee will be bound by the provisions of Title VI for a certain period of time.

**Provision:** 24 CFR 1.5b requires that the instrument effecting any disposition of real property, acquired through a program of federal financial assistance contain a covenant running with the land assuring non-discrimination for the period during which the real property is used for a purpose for which the Federal
financial assistance is extended or for another purpose involving the provision of similar services or benefits.

30. **Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).**

No person shall on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

31. **Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 1794).**

Handicapped individuals may not be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

32. **Executive Order 12138: Women Business Enterprise Policy.**

For purposes of this Order, affirmative action may include, but is not limited to, creating or supporting new programs responsive to the special needs of women's business enterprise, establishing incentives to promote business or business-related opportunities for women's business enterprise, collecting and disseminating information in support of women's business enterprise and ensuring to women's business enterprise knowledge of any ready access to business-related services and resources. In implementing this Order an agency undertakes to use or to require compliance with numerical set-asides or similar measures. It shall state the purpose of such measures and the measure shall be designed on the basis of pertinent factual findings of discrimination against women's business enterprise and the need for such measure.

33. **Conflict of Interest – From OMB Circular A-102, Attachment 0, #7.**

**Richmond** and **Star** shall maintain a written code or standards of conduct, which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
- b. Any member of his/her immediate family;
- c. His or her partner; or
- d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

**Richmond** and **Star** officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary agents or by contractors or their agents.
A. Financial records, supporting documents, statistical records and all other records pertinent to the grant shall be retained for a period of five years, with the following qualifications:

1) If any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained until all litigations, claims or audit findings involving the recorded have been resolved.

2) Records for non-expandable property acquired with federal funds shall be retained for five years after its final disposition.

3) When records are transferred to or maintained by the federal sponsoring agency, the 5-year retention requirements are not applicable to Richmond or Star.

B. The retention period starts from the date of the submission of the final expenditure report or, for grants that are renewed annually, from the date of the submission of the annual financial status report.

C. Richmond and Star should be authorized by the federal grantor agency, if they so desire, to substitute microfilm copies in lieu of original records.

D. The federal grantor agency shall request transfer of certain records to its custody from Richmond or Star when it determines that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, a federal grantor agency may make arrangements with Richmond and/or Star to retain any records that are continuously needed for joint use.

E. The head of the federal grantor agency and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of Richmond and/or Star and sub-grantees to make audits, examinations, excerpts and transcripts.

F. Unless otherwise required by law, no federal grantor agency shall place restrictions on Richmond or Star that will limit public access to the records of Richmond or Star that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Informational Act (5 U.S.C. 522) if the records had belonged to the grantor agency.
35. **Interest of Other Local Public Officials.**

No member of the governing body of Richmond and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, shall have any personal financial interest, direct or indirect, in this Contract and Star shall take appropriate steps to assure compliance.

36. **Interest of Star and Employees.**

Star covenants that it presently has no interest and shall not acquire interest direct or indirect, in this project which should conflict in any manner or degree with the performance of its service hereunder. Star further covenants that in the performance of this Contract, no person having such interest shall be employed.

37. **HUD Reform Act of 1989 Disclosure Reports.**

If Richmond receives $200,000.00 or more in federal funds during a fiscal year (10/1 – 9/30), that Star shall see that a disclosure report be completed for each contract executed under that CDBG project that exceeds either $50,000.00 or 10% of the total grant funds. A copy of said disclosure shall be submitted by Star or on behalf of Richmond within 10 days after contract execution.

38. **Americans with Disabilities Act of 1990.**

Star shall assist Richmond in complying with Title III, Americans with Disabilities Act of 1990 which prohibits discrimination based on “disability” by private entities and places of public accommodation and commercial facilities be design and constructed so as to be readily accessible to and usable by persons with disabilities; and requires that examinations or courses related to licensing or certification for professional trade purposes be accessible to persons with disabilities.

39. **Star agrees to hold Richmond harmless, and to indemnify Richmond for any expenses incurred, including costs and attorney’s fees, in the event that the Indiana Housing and Community Development Authority determines any provisions of the grant agreement entered into between Richmond and the Indiana Housing and Community Development Authority has been breached, or that Richmond shall repay the grant to the Indiana Housing and Community Development Authority.**

40. This writing constitutes the entire Agreement between the parties, although it may be altered or amended in whole or in part at any time by filing with the Agreement a written instrument setting forth such changes signed by both parties. Any previous discussion, negotiation or dialogue relating to the subject matter contained herein is superseded by this Agreement. Furthermore, both parties agree that no discussion, representation or negotiation, other than that contained herein, has transpired relating to the subject matter of this agreement and that neither party is relying upon any negotiation or discussion that took place prior to this agreement. Furthermore, both parties agree that this contract is contingent upon Richmond
being awarded the Owner Occupied Rehabilitation (OOR) Grant by Indiana Housing and Community Development Authority.

IN WITNESS WHEREOF, Richmond and Star have executed this Contract as of the date first written above.

"CITY"

THE CITY OF RICHMOND,
INDIANA by and through its
Board of Public Works and Safety

By: Vicki Robinson, President

By: Richard Foore, Member

By: Anthony L. Foster, III, Member

"CONSULTANT"

STAR DEVELOPMENT, INC.
220 West Main Street
Cambridge City, IN 47327

By: Joyce McCarty, President

Date: 11-29-16

Date

APPROVED

Date 11-21-16

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