



MONROE COUNTY COMMISSIONERS

Penny Githens, President
Julie Thomas, Vice President
Lee Jones

Monroe County Courthouse, Room 323
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-2550

COMMISSIONERS' HYBRID MEETING AGENDA

Wednesday, March 8, 2023, at 10:00 am

Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUwV3RoeDFldG5GUT09>

Meeting ID: 843 5333 7265 Password: 162537 Dial by your location: 1 312 626 6799 US (Chicago)

- The public's video feed will be turned off by the Technical Services Department meeting administrator.
- The public will be able to listen and record.
- The public should raise their hand if they wish to speak during the public comment period.

"Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact the Monroe County Title VI Coordinator, Angie Purdie, (812) 349-2550, apurdie@co.monroe.in.us, as soon as possible, but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Title VI Coordinator at least seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public."

1. CALL TO ORDER BY COMMISSIONER GITHENS

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS

3. DEPARTMENT UPDATES

Health – Lori Kelley

4. PROCLAMATION

National Safe Place Week March 19-25, 2023

5. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)

6. APPROVAL OF MINUTES

March 1, 2023

7. APPROVAL OF CLAIMS DOCKET

Accounts Payable – March 8, 2023

Payroll – March 10, 2023

8. REPORTS

None

5

9. NEW BUSINESS

A. 2023 SALAMANDER TECHNOLOGIES SUBSCRIPTION FOR ASSET TRACKING

14

Fund Name: County General

Fund Number: 1000

Amount: \$813

Presenter: Jamie Neibel

The Monroe County Emergency Management Office has recently partnered with Brown, Jackson, and Bartholomew County EMAs to utilize a 12-month subscription to Salamander Technologies for the purpose of asset tracking. This technology will assist us in real time tracking of assets in both times of disaster and ordinary usage. This is cloud-based technology that will not require the use of county servers and has been vetted through TSD. Funding for the \$813.00 annual amount will come from Program Supplies.

B. INDIANA DEPARTMENT OF HEALTH INTEGRATED HIV PREVENTION AND SURVEILLANCE GRANT

21

Fund Name: Harm Reduction

Fund Number: 8153

Grant Amount: \$65,899

Presenter: Lori Kelley

This request is for approval of a grant agreement in the amount of \$65,899.00 to support the Monroe County Health Department's harm reduction and syringe service program. This funding calls for implementation of harm reduction strategies, which include HIV and STD testing, as well as referrals for medical care, housing, transportation, mental health, and syringe service programs.

The Monroe County Health Department's Harm Reduction program acts as an umbrella for services that support the health and wellbeing of people who use drugs in the community. The goal is to support community members using substances by providing tools and guidance. The harm reduction services provided aim to specifically help reduce disease transmission. This funding covers salary, fringe, supplies, and travel for the department's Harm Reduction Specialist to provide these services to the community.

C. SOFT CHOICE MICROSOFT LICENSING RENEWAL

46

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: \$168,634.75

Presenter: Greg Crohn

Our annual Microsoft software licensing is due for renewal currently. The licensing encompasses five hundred and sixty-seven (567) of our MS 365 licenses, as well as Exchange server, Visio Pro, Sequel Server, Server OS, and Remote Desktop Services for Server licensing. This agreement covers a period of 1 year.

D. ALL SAFE STORAGE RENTAL AGREEMENT

50

Fund Name: Election

Fund Number: 1215

Amount: \$2,079/1 year

Presenter: Tressia Martin

The Clerk's office utilizes All Safe Storage for storage election equipment. The monthly rent for the storage unit is \$189.00. However, if rent is paid for a full year \$2079.

- E. RESOLUTION GROUP, INC ON-CALL SERVICES AGREEMENT** **53**
Fund Name(s): Stormwater and Cumulative Bridge
Fund Number(s): 1197 and 1135
Amount: As needed
Presenter: Lisa Ridge

This on-call agreement is for engineering services on an as-needed basis. Tasks may include drainage and surface water analysis, hydraulic modeling, inspections, roadway and bridge design, and project management.

- F. B-TECH FIRE AND SECURITY AGREEMENT FOR BRINE BUILDING CAMERA EQUIPMENT** **68**
Fund Name: ARPA-Brine
Fund Number: 8950
Amount: \$2,170.42
Presenter: Lisa Ridge

After the completion of the brine building, it was discovered that it would be beneficial to install a stand-alone camera in the brine building. This will enable the employee at the control mechanisms in one room to visually see if there are any issues with the area of the brine tank portion of the building, where the brine mixture is being created. Greg Crohn, IT Director, has reviewed the quote and accepted the equipment being installed.

- G. DLZ, LLC AGREEMENT FOR MT. TABOR ROAD BRIDGE # 13 REPLACEMENT** **73**
Fund Name: Major Bridge
Fund Number: 1171
Amount: \$785,375
Presenter: Lisa Ridge

This agreement is for further design, right-of-way services, permits, pre-construction meetings and bid phase services for the Mt. Tabor Road, Bridge #13 replacement.

- H. INDOT CHANGE ORDER # 1, CURRY PIKE, WOODYARD ROAD, SMITH PIKE INTERSECTION** **102**
Fund Name: Curry Pike, Woodyard Rd, Smith Pike
Fund Number: 8164
Amount: \$41,267.38
Presenter: Lisa Ridge

A contractor can elect to enact the PG Binder Material payment adjustment for a project through INDOT. This election can also help keep inflation costs lower in the bid estimates. The election can come out to be a negative or positive for the contractor. In this case, it came out to be in the contractor's favor to seek this adjustment when the project began. The amount is a participating cost that will be reimbursed 80% from INDOT (\$33,013.90).

- I. ORDINANCE 2023-09; AMEND VARIOUS TRAFFIC ORDINANCES** **108**
Presenter: Lisa Ridge

Amend Ordinance 86-12 to delete the following yield locations: Middle Court for Village Drive, Village Drive for Doyle Avenue, Hickory Drive for Doyle Avenue, Bottom Road EB for Simpson Chapel/Bottom Road, and Simpson Chapel Road SB for Simpson Chapel Road NB.

Amend Ordinance 86-06 to add the following stop locations: Hickory Drive for Belle Avenue, Middle Court for Village Drive, Village Drive for Doyle Avenue, Hickory Drive for Doyle Avenue, NB Bottom Road for Simpson Chapel/Bottom Road, and SB Simpson Chapel Road for Simpson Chapel/Sample Road.

Amend Ordinance 86-06 to delete the following stop locations: Simpson Chapel Road for Bottom Road, Sample Road NB for Simpson Chapel Road, Simpson Chapel Road EB for Sample Road, Simpson Chapel Road WB for Simpson Chapel Road EB.

Amend Ordinance 89-01 to add the following No Trucks location: Woodyard Road (between Curry Pike and Vernal Pike).

10. APPOINTMENTS

11. ANNOUNCEMENTS

12. ADJOURNMENT



MONROE COUNTY COMMISSIONERS

Monroe County Courthouse, Room 323
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-2550

Penny Githens, President
Julie Thomas, Vice President
Lee Jones

COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES

Wednesday, March 1, 2023, at 10:00 am
Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

Members

Penny Githens, President - Present, **In Person**
Julie Thomas, Vice President - Present, **In Person**
Lee Jones, Present, **Virtual**

Staff

Angie Purdie, Commissioners' Administrator – Present, **In Person**
Jeff Cockerill, Legal Counsel – Present, **In Person**

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| 1. | CALL TO ORDER BY COMMISSIONER GITHENS | 10:03 am |
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| 2. | COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS | 10:03 am |
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| 3. | DEPARTMENT UPDATES
Health – Lori Kelley
Highway – Lisa Ridge | 10:04 am |
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| 4. | PUBLIC COMMENT- <i>For items NOT on the agenda (limited to 3 minutes per speaker)</i> | 10:09 am |
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| 5. | APPROVAL OF MINUTES
February 22, 2023
February 27, 2023, Special Meeting | 10:09 am |
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Thomas made motion to approve. Jones seconded.
Cockerill called roll.
Githens – yes

Thomas – yes
Jones – yes
Motion carried 3-0.

6. APPROVAL OF CLAIMS DOCKET
Accounts Payable – March 1, 2023

10:10 am

Thomas made motion to approve. Jones seconded.
No public comment.
Cockerill called roll.
Githens – yes
Thomas – yes
Jones – yes
Motion carried 3-0.

7. REPORTS
None

10:10 am

8. NEW BUSINESS

A. AT&T DEDICATED INTERNET AGREEMENT
Fund Name: County General
Fund Number: 1000
Amount: \$10,583.28/3yr agreement
Presenter: Greg Crohn

10:11 am

TSD has worked closely with AT&T to identify any potentials for service improvements and/or cost reductions in our currently contracted services. AT&T currently supplies the dedicated Internet service that provides the network for our hosted voice services (aka telephones) to operate. Our current cost to operate for 10Mbps of service is \$714.40 p/month, or \$8,572.80 p/year. AT&T is offering new terms on a 3yr. contract for \$301.48 p/month, or \$3,617.76 p/year, at the same 10Mbps level of service. This represents a reduction in cost of \$4,955.04 p/year, or \$14,985.12 over the life of the contract.

Thomas made motion to approve. Jones seconded.
No public comment.
Cockerill called roll.
Githens – yes
Thomas – yes
Jones – yes
Motion carried 3-0.

B. HONEYWELL INTERNATIONAL FOR EBI SOFTWARE SUPPORT
Fund Name: County General
Fund Number: 1000
Amount: \$1,136
Presenter: Greg Crohn

10:13 am

The Honeywell EBI (Enterprise Building Integrator) software that monitors and regulates the HVAC controls at the Monroe County Justice Facility and portions of the Monroe County Showers Building Facility is experiencing substantial enough operating issues that support from the Manufacturer is warranted. This request is to approve a one-time service agreement with Honeywell International to access our system and make any needed corrections and/or repairs.

Thomas made motion to approve. Jones seconded.

No public comment.

Cockerill called roll.

Githens – yes

Thomas – yes

Jones – yes

Motion carried 3-0.

C. MONSIDO AGREEMENT FOR WEBSITE ACCESSIBILITY MONITORING

10:15 am

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: \$22,800/3yr agreement

Presenter: Greg Crohn

To conform with Web Content Accessibility Guidelines 2.1 A/AA which defines the ADA compliance standards worldwide, websites must be continually monitored for potential ADA compliance issues, spelling errors and broken links. This continual monitoring is typically handled by a third-party reporting agency. This request is to approve the agreement with the Monsido Company to provide monitoring, reporting and assisted remediation of all Monroe County Government associated websites. Agreement is for three (3) years at an annual cost of \$7,600 p/yr.

Thomas made motion to approve. Jones seconded.

No public comment.

Cockerill called roll.

Githens – yes

Thomas – yes

Jones – yes

Motion carried 3-0.

D. INDY WALL PADDING AGREEMENT

10:18 am

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: \$3,145

Presenter: Angie Purdie

This request is to approve the contract with Indy Wall Padding in the amount of \$3,145 to repair the edges of the epoxy floors in 17 shower stalls at the Monroe County Jail.

Thomas made motion to approve. Jones seconded.

Public comment:

Marty Hawk, County Council member

Cockerill called roll.

Githens – yes

Thomas – yes
Jones – yes
Motion carried 3-0.

E. THIRD PARTY LEASE AND SERVICE AGREEMENT WITH AREA 10 REGARDING RURAL TRANSIT

10:21 am

Presenter: Angie Purdie

INDOT is requiring all rural transit systems to have a separate document that serves as a lease agreement between the county and the transit provider. Even though the sub-recipient agreement covers vehicle lease and usage, they have a new document they want us to complete and upload into their Black Cat system. Approval of this document will allow that to occur.

Thomas made motion to approve. Jones seconded.
No public comment.
Cockerill called roll.
Githens – yes
Thomas – yes
Jones – yes
Motion carried 3-0.

F. SUSAN BRACKNEY AGREEMENT FOR COMMUNICATION SERVICES

10:23 am

Fund Name: County General

Fund Number: 1000

Amount: Not to exceed \$25,000

Presenter: Jeff Cockerill

This contract is for the Communication support services from Susan Brackney. The work will be done at an hourly rate with a total not to exceed amount.

Thomas made motion to approve. Jones seconded.
Public comment:
Marty Hawk, County Council member
Cockerill called roll.
Githens – yes
Thomas – yes
Jones – yes
Motion carried 3-0.

G. 2023 SHERIFF CONTRACT AGREEMENT

10:27 am

Presenter: Jeff Cockerill

Pursuant to Indiana Code §36-2-13-2.5, the County Executive, the County Fiscal body and the Sheriff may enter into a contract for the Sheriff's salary. The County Council approved a contract with the Sheriff at its meeting on February 14, 2023. The contract is now presented to the Commissioners for consideration and approval.

Thomas made motion to approve. Jones seconded.
No public comment.
Cockerill called roll.
Githens – yes

Thomas – yes
Jones – yes
Motion carried 3-0.

H. CORE CORRECTIONAL SOLUTIONS MOU

10:29 am

Fund Name(s): Reducing Revocations Challenge and Community Transition Program

Fund Number(s): 4913 and 1123

Grant Amount(s): \$28,500 and \$21,500

Presenter: Becca Streit

The Monroe Circuit Court Department has been involved in the Reducing Revocations Challenge since 2019. This project is funded by Arnold Ventures and guided by the City University of New York (CUNY) Institute for State and Local Governance. The project aims to use the knowledge gained to advance policy and practice solutions to reduce revocations and maximize community supervision success while protecting public safety. Our Probation Department was chosen to be one of 10 jurisdictions from across the country for Phase 1 of the project which involved data analysis to determine prominent pathways that lead those experiencing community supervision toward revocation resulting in serving time in jail or prison.

The Probation Department and research partners at Indiana University and George Mason University were chosen as one of only five (5) jurisdictions to continue with Phase 2 the Reducing Revocations Challenge (RRC). Phase 2 includes grant funding to aid in implementation of practices geared toward disrupting the pathways that lead to revocation and ultimately increase success on community supervision. The Monroe County RRC Phase 2 includes implementing the following three (3) strategies: Strategy 1: Increase fidelity to Motivational Interviewing and Effective Practices in Community Supervision (EPICS)

Strategy 2: Revise standard conditions of probation with focus on race equity.

Strategy 3: Increase the use of incentives and early termination from probation supervision.

This MOU will support training and coaching staff in Effective Practices in Community Supervision (EPICS) in support of the first strategy of this initiative. These services will be funded by RRC grant funds and the Community Transition Program funds.

Thomas made motion to approve. Jones seconded.

No public comment.

Cockerill called roll.

Githens – yes

Thomas – yes

Jones – yes

Motion carried 3-0.

I. 2022 COMMUNITY CORRECTIONS GRANT ANNUAL REPORT

10:33 am

Presenter: Becca Streit

The Indiana Department of Correction awards grant funding to several Probation/Community Corrections programs including Pretrial Services, Drug Treatment Court, Mental Health Court, and Community Corrections. As part of the grant contract, the Community Corrections Executive Director must present an Annual Report to the county executive body.

Thomas made motion to approve. Jones seconded.

No public comment.

Cockerill called roll.

Githens – yes
Thomas – yes
Jones – yes
Motion carried 3-0.

J. ORDINANCE 2023-05; PEDIGO BAY REZONE

10:41 am

Presenter: Anne Crecelius

The request is to amend the Monroe County Zoning Map to rezone a 3.7 +/- acre portion of one (1) 6.36 +/- acre parcel in Section 35 of Clear Creek Township at 2600 E Pedigo Bay DR, parcel #: #53-11-35-200-028.000-006, from Forest Reserve (FR) to Suburban Residential (SR) zoning district.

Thomas made motion to approve. Jones seconded.
Githens asked if any petitioner wished to speak.
None.
Githens called for public comment in favor of the petition.
None.
Githens called for public comment in opposition of the petition.
None.
Cockerill called roll.
Githens – yes
Thomas – yes
Jones – yes
Motion carried 3-0.

9. APPOINTMENTS

10:53 am

Thomas made motion to appoint the following. Jones seconded.

Airport Board

Alan Boyd

Traffic Commission

Scott Faris

Cockerill called roll.
Githens – yes
Thomas – yes
Jones – yes
Motion carried 3-0.

10. ANNOUNCEMENTS

10:53 am

Free COVID-19 testing available at the Monroe County Health Department, 119 W. 7th Street as well as the Monroe County Public Health Clinic located at 333 E. Miller Drive.

Accepting applications for all boards and commissions. Go to www.co.monroe.in.us for more information or to fill out application.

The Commissioners have virtual office hours via Zoom each month for anyone wanting to speak with a commissioner. Please go to the calendar at www.co.monroe.in.us for dates and times.

Daylight Savings Time begins Sunday, March 12, 2023

Monroe County Commissioners' Blood Drive will be held at [Ivy Tech, Shreve Hall, 200 Daniels Way, Bloomington, IN](#) on the following dates:

Wednesday, March 8, 10am-3pm

Friday, March 10, 1pm -6pm

Thursday, April 6, 10am- 3pm

Friday, April 7, 1pm – 6pm

Thursday, May 11, 10am – 3pm

Residents can sign up for the Monroe County Alert Notification System for all weather and health related emergencies and updates. To sign up visit www.co.monroe.in.us .

Monroe County Commissioners and Monroe County Council have extended the Assistance Fund for county residents who need assistance in paying rent or utilities. Contact your local Township Trustee for further information.

TOWNSHIP TRUSTEE *New Trustee	Phone	email
Bean Blossom- Ronald Hutson	812.935.7174	beanblossomtrustee19@gmail.com
Benton - Michelle Bright	812.339.6593	michelleabright@gmail.com
Bloomington – *Efrat Rosser	812.336.4976	bloomingtontownship@in.gov
Clear Creek - Thelma Jefferies	812.824.7225	thelma@bluemarble.net
Indian Creek - Chris Reynolds	812.824.4981	indiancreektownship@gmail.com
Perry - Dan Combs	812.336.3713	trustee@perrytownship.info
Polk –*Scott Smith	812.837.9446	cspek@bluemarble.net
Richland - Marty Stephens	812.876.2509	rttfrontdesk@bluemarble.net
Salt Creek - *Joan Hall	812.837.9140	jcareyhall@gmail.com
Van Buren - Rita Barrow	812.825.4490	rbarrow@vanburentownship.org
Washington – *Mary VanDeventer	812.325.1708	mvandeventertrustee@gmail.com

11. ADJOURNMENT

10:57 am

The summary minutes of the March 1, 2023, Board of Commissioners meeting were approved on March 8, 2023.

Monroe County Commissioners

Ayes:

Penny Githens, President

Julie Thomas, Vice President

Lee Jones

Nays:

Penny Githens, President

Julie Thomas, Vice President

Lee Jones

Attest:

Catherine Smith, Auditor

Minutes submitted by: AF Minutes reviewed by: DDM
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**MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION SUMMARY
Wednesday, March 1, 2023
Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection**

Members

Penny Githens, President, Present, In Person
Julie Thomas, Vice President, Present, In Person
Lee Jones, Present, Virtual

Staff

Angie Purdie, Commissioners' Administrator, Present, In Person
Jeff Cockerill, Legal Counsel, Present, In Person

1. Legal – Jeff Cockerill

Cockerill noted he will be bringing to next week's formal meeting a cooperative agreement with the Indiana Public Defender regarding Title E reimbursement.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda: Vendor #

Executive Summary:

The Monroe County Emergency Management Office has recently partnered with Brown, Jackson and Bartholomew county EMAs to utilize a 12 month subscription to Salamander Technologies for the purpose of asset tracking. This technology will assist us in real time tracking of assets in both times of disaster and ordinary usage. This is cloud-based technology that will not require the use of county servers and has been vetted through TSD. Funding for the \$813.00 annual amount will come from Program Supplies.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:



Salamander Technologies, LLC ("Salamander")
Software Maintenance Agreement

Customer (Licensee): Monroe County EMA

Name: Jamie Neibel

Mailing Address: 5850 W Foster Curry Drive, Bloomington, IN 47403

Start Date: 04/01/2023

Duration: 12 Months

Renewal Date: 03/31/2024

<u>Software Description</u>	<u>Version</u>	<u>QTY</u>
Live-L2 (Shared Regionally)		1
IT-ST-02		1

Software" means the actual copy of all or any portion of the final commercial release(s) of Salamander's proprietary software technology, computer software code, components, dynamic link libraries, and programs delivered on any media, whether provided in source, object, or executable format(s) inclusive of backups or updates supplied under this Agreement and subject to the Software License Agreement that Licensee must accept to install the software. "Update" means a software version release that includes enhancements and/or correction of deficiencies to preexisting features and functionality of purchased



TERM AND FEE

The term of this Agreement shall begin upon shipment of Software (Start Date) and continue for a period of consecutive months (Duration) and at the fees noted in the quotation to Licensee and corresponding purchase order. Thereafter, Licensee may continue the service for annual maintenance and update at the then current fee as quoted by Salamander or approved vendor. Should Licensee decide to renew this Agreement, Licensee shall request a price quote and issue a purchase order in advance of the Renewal Date at the quoted price. Payment is due in advance. Licensee is responsible for the payment of any taxes assessed in connection with payments due under this Agreement except for any tax based solely on the Salamander's net income.

This Agreement shall terminate (i) immediately upon termination or expiration of Licensee's right to use the Software; (ii) upon expiration of the then-current term, provided that the parties have not agreed to renew this Agreement; or (iv) upon thirty (30) days advance written notice if the other party has breached this Agreement and has not cured such breach within such notice period.

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Salamander will support/maintain the most recent version of the Software provided to Licensee for the duration of the Agreement. Software support and maintenance will apply only to unmodified Software and to commercially release updated versions of the Software licensed by Salamander. Software updates are provided only for standard hardware platforms and operating systems supported by Salamander as described in Software documentation where applicable. Software updates may be distributed, in Salamander's sole discretion, electronically or in hardcopy format on CD, and include written instructions for loading and conversion. It is the responsibility of Licensee to install updates.

Salamander supports users with the maintenance of Software, assistance in solving problems arising from the use of the Software, interfaces with standard hardware platforms and operating systems supported by Salamander, and logging of enhancements request and bugs submitted by the user.



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- Email: support@salamanderlive.com
- Web page: <http://www.salamanderlive.com>
- Toll Free Help Desk: 877-430-5171

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Licensee acknowledges that the level of support that Salamander can provide is dependent upon the cooperation of Licensee and the quality of information that Licensee can provide. If Salamander cannot reproduce a problem or if the Licensee cannot successfully gather adequate troubleshooting information, Salamander may not be able to provide full support and maintenance.

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All error corrections, enhancements, new releases, and any other work product created by Salamander in connection with the support services provided under this Agreement ("Work Product") are and shall remain the exclusive property of Salamander, regardless of whether Licensee, its employees, or agents may have contributed to the conception, joined in its development, or paid Salamander for the development or use of the Work Product. Such Work Product shall be considered Software, and subject to the terms and conditions contained herein and in the License Agreement.

LIMITATION OF LIABILITY AND REMEDIES

Salamander sole obligation is to use commercially reasonable efforts to provide corrections or work-around solutions for errors reported and determined to be in the Software or documentation provided that: (a) the Software has not been modified, changed, or altered by anyone other than the Salamander or its authorized agents; (b) the operating environment, including both hardware and systems software, meets Salamander's recommended specifications; (c) the computer hardware is in good operational order and is installed in a suitable operating environment; (d) Licensee promptly notifies Salamander of its need for service; (e)



Licensee provides adequate troubleshooting information and access so that Salamander can identify and address problems; and (f) all fees due to Salamander have been paid. .

SALAMANDER DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE, ACCURACY OF INFORMATIONAL CONTENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SALAMANDER OR SALAMANDER'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY.

EXCEPT TO THE EXTENT PROHIBITED BY LOCAL LAW, IN NO EVENT WILL SALAMANDER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUPPLIERS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING LOST PROFIT, LOST DATA, OR DOWNTIME COSTS), ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SOFTWARE, WHETHER BASED IN WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY, AND WHETHER OR NOT SALAMANDER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL SALAMANDER'S LIABILITY EXCEED THE SUM OF ALL AMOUNTS PAID BY LICENSEE TO SALAMANDER UNDER THIS AGREEMENT.

Licensee's sole and exclusive remedy and Salamander's only obligation under this warranty is to redo the services until the Software conforms to the most recent documentation provided to Licensee. In the event that these services cannot be provided within a reasonable time after notification, Licensee's sole and exclusive remedy is to terminate this Agreement upon written notice to Salamander and to receive a refund of any fees paid for the period beginning on the date the problem requiring correction was reported to Salamander.

INDEMNIFICATION

LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS SALAMANDER, AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUPPLIERS AGAINST ANY LOSS, DAMAGE, EXPENSE, OR COST, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF ANY CLAIM, DEMAND, PROCEEDING OR LAWSUIT RELATED TO LICENSEE'S BREACH OF THIS AGREEMENT



GENERAL PROVISIONS

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modifications(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder. The Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Schedule A

Definitions

"Tier 1" means support for anything covered in our Reseller, RTC, Sales, or Customer trainings, and anything in the Installation, Hardware, and Software user guides is part of this tier. This would also include customer administration if the support person has access.

"Tier 2" means support including anything not generally covered by our training or user guides along with administration activities an outside support person cannot do. Established basic work-arounds for known issues and basic knowledge of third-party software/hardware is also covered here.

"Tier 3" means support including new bugs, significant/new work-arounds for functionality, or in-depth knowledge of third-party software/hardware (Microsoft SQL Server for example).



Salamander Technologies, LLC
1624 Business Park Drive
Traverse City, MI 49686

Invoice

Date	Invoice #
2/24/2023	18420

Bill To
Monroe County EMA Attn: Accounts Payable 5850 W Foster Curry Drive Bloomington, IN 47403

Ship To
Monroe County EMA Attn: Jamie Neibel 5850 W Foster Curry Drive Bloomington, IN 47403

P.O. Number	Terms	Due Date	Rep	Account #	Ship Date	Sales Type
	NET 30	3/26/2023	RS		2/24/2023	
Item Code	Description			Quantity	Rate	Amount
Live-L2	1 Year-SalamanderLive Level 2 (3 Users, 300 Personnel Records, Unlimited Equipment, Unlimited Collections, Qual Verification, 15 GB Doc. Upload, GIS Mapping, SALAMANDER IDENTITY VERIFICATION (SIV), 1 Print Location)			1	152.00	152.00
Live-L2-AU	1 Year Additional User- SalamanderLive Level 2			1	150.00	150.00
IT-ST-02	Track APP (Includes SALAMANDER IDENTITY VERIFICATION (SIV) and GIS Mapping)			1	76.00	76.00
IT-SL-PK	SalamanderLive Print Key				150.00	150.00
IT-CONFIG	Installation and Configuration			1	120.00	120.00
TRN-Web-Level 2	Web Training Level 1- Full Day			1	165.00	165.00
	Contract Dates 4/1/2023-3/31/2024 Regional Implemenation shared with Brown County, Bartholomew County, Monroe County, and District 8					
Please remit payment to the address below.				Total \$813.00		

Phone #	Fax #
231.932.4397	231.932.1606

Remit Payment to:
Salamander Technologies, LLC
319 Barry Ave S, STE 110
Wayzata, MN 55391

Payments/Credits	\$0.00
Balance Due	\$813.00

Web Site	salamanderlive.com
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Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

This request is for approval of a grant agreement in the amount of \$65,899.00 to support the Monroe County Health Department's harm reduction and syringe service program. This funding calls for implementation of harm reduction strategies, which include HIV and STD testing, as well as referrals for medical care, housing, transportation, mental health, and syringe service programs.

The Monroe County Health Department's Harm Reduction program acts as an umbrella for services that support the health and well being of people who use drugs in the community. The goal is to support community members using substances by providing tools and guidance. The harm reduction services provided aim to specifically help reduce disease transmission. This funding covers salary, fringe, supplies, and travel for the department's Harm Reduction Specialist in order to provide these services to the community.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency **Federal Program**

CFDA# **Federal Award Number and Year (or other ID)**

Pass Through Entity:

Request completed by:

This document is to be submitted no later than the Friday at noon prior to the requested meeting date.

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

GRANT AGREEMENT

Contract #000000000000000000071272

This Grant Agreement ("Grant Agreement"), entered into by and between INDIANA DEPARTMENT OF HEALTH (the "State") and MONROE COUNTY HEALTH DEPARTMENT (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of \$65,899.00 (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Attachments A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 5-19-1-1 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):
_Integrated HIV Prevention and Surveillance_____

CFDA # _93.940_____

If State Funds: Program Title _N/A_____

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant 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 Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a monthly basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. **Term.** This Grant Agreement commences on January 1, 2023 and shall remain in effect through December 31, 2023. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of \$65,899.00. The approved Project Budget is set forth as **Attachment B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the State within twenty (20) calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than thirty (30) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Attachment B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in Attachment D (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

A. The Grantee 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 or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee 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.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this**

Grant Agreement. If the Grantee is not familiar with these ethical requirements, the Grantee 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 Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, 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 Grantee 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.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) 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.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee'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 its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee'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 violations occurring in the workplace; and

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 Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

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.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by 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.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 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 Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the 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, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable

federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:
Indiana Department of Health
ATTN: Contract and Audit Section
2 North Meridian Street
Indianapolis, IN 46204
E-mail: isdhcontracts@isdh.in.gov

B. Notices to the Grantee shall be sent to:
Monroe County Health Department
ATTN: Lori Kelley
100 West Fifth St., Room 204
Bloomington, IN 47404
E-mail lkelley@co.monroe.in.us

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) Attachments prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Attachments prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and the State will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a

Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Federal and State Third-Party Contract Provisions. If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Attachment C** and incorporated fully herein.

**25. Provision Applicable to Grants with tax-funded State Educational Institutions:
"Separateness" of the Parties-Deleted.**

26. Amendments.

No alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or amendments, except a change between budget categories which requires the prior written consent of a duly authorized representative of the State, shall be subject to the contract approval procedure of the State.

27. HIPAA Compliance.

If this Grant Agreement involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Grantee covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

28. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows:

Provisions Applicable to Grants with tax-funded State Educational Institutions:
"Separateness" of the Parties-Deleted.

Amendments-Added.

HIPAA Compliance-Added.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant 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 IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

MONROE COUNTY HEALTH DEPARTMENT

INDIANA DEPARTMENT OF HEALTH

By:

By:

Title:

Title:

Date:

Date:

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holwerda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

Attachment A HIV Prevention

Below includes all possible funded activities and deliverables aligned with 2023 PS18-1802 funding. You have submitted and received funding for your proposal and workplan designed to address one or more of the following "Four Pillars" (Diagnose, Treat, Prevent and Respond) outlined in the IDOH Prevention 2023 Request For Proposal. Some pillars have natural overlap, therefore all interventions are outlined below. Your performance will be evaluated based upon the deliverables included in each intervention below as they relate to your submitted workplan.

Outreach Testing

Scope of Work: The Grantee shall provide Outreach Testing Services to 80% of the people at high risk. This funding calls for an individual level intervention which shall ensure that persons at increased risk for HIV and HCV are properly screened and tested. Furthermore, those found to be infected shall be immediately linked into the existing system of care. Individuals who are interested or those who qualify for PrEP services shall be provided with referral information to access such services.

Deliverables:

1. Outreach Testing Services shall be conducted in various venues where high risk individuals can be found. Examples include, but are not limited to, jails, drug treatment facilities, drug recovery facilities, homeless shelters, mental health facilities, and community health centers. 80% of all testing activities should take place outside of the agency.
2. The Grantee shall test no fewer than the projected yearly goal. The Grantee shall also achieve and maintain no less than a 1% positivity rate of newly identified infections per year.
3. The Grantee shall ensure that persons testing positive for HIV receive their test results, prevention counseling if necessary, linkage to medical care, and other necessary HIV prevention services.
 - a. At least 90% of persons who test positive for HIV shall receive their test results.
 - b. At least 90% of persons who receive their reactive test results shall be immediately linked to medical care services (Care Coordination).
4. The Grantee shall conduct appropriate screening to increase PrEP uptake among identified high-risk populations such as MSM and minorities groups.

5. The Grantee shall provide HCV testing services and results to no more than 25% of all individuals who receive an HIV testing services.
6. The Grantee shall ensure that all staff providing Outreach Testing services successfully complete the IDOH HIV Testing and Counselor Certification training and HIV 101.
7. The Grantee shall ensure that all staff providing Outreach Testing Services are trained on the proper administration, use and storage of the three IDOH approved blood based rapid HIV screening device and controls.
8. The Grantee shall perform data entry into APHIRM data system within 72 hours from test administration.
9. The Grantee shall implement and adhere to confidentiality and privacy policies and procedures at all times when providing HIV prevention services.
10. The Grantee shall deliver in a culturally sensitive and nonjudgmental setting all HIV prevention services.
11. The Grantee shall submit monthly reports by the 10th day of the month following the reporting period.
12. The Grantee is required to adhere to the policies and procedures manual provided by IDOH when conducting HIV prevention services.
13. The Grantee shall attend meetings and relevant trainings when requested by IDOH staff.
14. The Grantee shall have a valid CLIA waiver license on file.

PrEP Services

Scope of Work: Grantee shall provide PrEP Services or access to PrEP services. This funding calls for an individual level intervention which shall ensure that persons at increased risk for HIV are provided: information and education on use of PrEP for HIV prevention; eligibility analysis for PrEP Medical Assistance Program (PrEP MAP); screening for PrEP; referral and/or access to HIV testing for PrEP. Furthermore, Grantees shall provide navigation for: medical insurance; the Patient Advocate Foundation resources; the Gilead Advancing Access Card; and the PrEP MAP.

Deliverables:

1. **PrEP Program Engagement Goals** – Grantee shall educate, inform and test 260 distinct consumers for PrEP uptake during calendar year 2023. One engagement is equal to one participant informed, educated and tested for initiation of PrEP uptake.
2. **PrEP Program Uptake Goals** – Grantee shall increase number of consumers on PrEP by 20% in 2023 over 2022 participant total.

3. **PrEP Program Targeted Populations** – Grantee shall conduct appropriate screening to increase PrEP uptake among CDC identified high-risk populations which include but are not limited to: African American MSM (Men who Have Sex with Men); Hispanic MSM; White MSM; Black Heterosexual Women; Hispanic Heterosexual Women; White Heterosexual Women; People Who Inject Drugs (PWID), and Transgender.
4. **PrEP Program Referrals** – Grantee shall offer appropriate referrals to all intervention participants. Referrals may include but are not limited to: medical care; housing; transportation; mental health; food and nutrition; syringe service programs; and HIV/STI/HCV testing.
5. **PrEP MAP Program Requirements for Participants** – Grantee shall assure that individuals applying for funds from the PrEP MAP meet eligibility requirements and follow program guidelines.
6. **PrEP MAP Program Requirements for Staff** – Grantee shall assure all staff offering PrEP MAP access attain IDOI (Indiana Department of Insurance) Indiana Navigator License. Grantee shall assure agency representation and agency PrEP Navigator presence on www.prepdaily.org
7. **Program Collaboration/s** – Grantee shall establish working relationships with agencies serving high-risk populations to facilitate referrals for PrEP uptake.
8. **Program Staff Cultural Competencies** – Grantee shall deliver all services in a culturally sensitive and nonjudgmental fashion. Grantee shall conduct staff cultural competency training and reviews at least annually.
9. **Program Compliance** – Grantee shall adhere to program guidance provided by IDOH (Indiana Department of Health).
10. **Program Reporting** – Grantee shall collect, maintain and report program data in accordance with IDOH guidelines. Data submission to IDOH should be completed and submitted within 15 days of the completed reporting period.
11. **Program Calls, Webinars, and Meetings** – Grantee shall participate with required IDOH calls, webinars and meetings.
12. **Program Data Collection Systems** – Grantee shall collect required data and submit to IDOH in accordance with funded program guidance. IDOH will provide required forms and/or electronic reporting systems. Grantee may be required to change data collection systems at the discretion of IDOH.
13. **Program Staff Education and Training** – Grantee shall assure all program staff receive required training to successfully implement program goals and maintain program standards.

14. **Program Professional Licensing** – Grantee shall assure licensed program staff maintain active licenses. Grantee agency shall maintain documentation of all personnel license expirations and renewals.
15. **Program Clinical Standard Compliance** – Grantee shall maintain all clinical standards and clinical licensing while providing interventions of this program.
16. **Program Confidentiality & Security** – Grantee shall implement and adhere to confidentiality and security standards equal to or greater than those of the IDOH Division of HIV/STD and Viral Hepatitis.
17. **Program Funding from Ryan White (RW)** – Grantee agencies receiving Ryan White monies as part of this funding shall adhere to specific RW program service standards and specific RW financial reporting requirements. Grantee shall participate in required RW program standards and financial reporting trainings.
18. **Program Participant Eligibility** – Grantee shall determine participant eligibility based upon IDOH provided program guidance.
19. **Program Participant Interventions** – Grantee shall provide complete interventions for all participants. Education, supplies and referrals help complete HIV prevention interventions. Education should include but is not limited to: behavioral changes and/or modifications; counseling; printed materials; links to web sites; and, prevention smart phone apps. Supplies should include but are not limited to: safer sex supplies; safer injection supplies; and, safer smoking supplies.
20. **Program Submission Changes** – Any Grantee changes from documentation provided in original funding proposal shall be reported to IDOH within 72 hours. Changes may include but are not limited to: physical location; board of directors; staffing; requested budget changes or amendments; and, receipt of additional program funding.

Outreach and Engagement

Scope of Work: Grantee shall provide Outreach and Engagement programming aligned with the appropriate EHE Pillar. This funding calls for an individual and/or group level intervention which shall ensure that persons at increased risk for HIV are provided information and access to education on the following: Traditional Outreach/Social Outreach, Motivational Interviewing Model, Health System Navigation/Retention in Care Coordination, HIV Interventions in individuals in incarceration, Social Marketing Campaigns/Social Networking Channels. Prevention is a core component that will be apart of Grantee's work to establishing and maintaining an ongoing method of preventing harmful health outcomes among the community it services.

Deliverables:

21. **Program scope:** Agency will work to **increase** participation in IDOH (Indiana Department of Health) HIV Prevention standards including but not limited to: HIV Testing, PrEP (Pre-Exposure Prophylaxis), IDOH PrEP MAP (Medical Assistance Program), and Harm Reduction Programming. Agency will also work to provide wrap around programming which addresses social determinants of health which may negatively affect those individuals at high risk for HIV.
22. **Program monitoring:** Agency will report to IDOH on the 6 indices of the End the HIV Epidemic Plan for America. Agency will routinely collect both demographic and risk factor data for individuals participating in Outreach and Engagement as well as including referral source for the client.
23. **Program Goals:** Grantee shall educate, inform, and work alongside it's respective community to healthier IDOH standards and outcomes.
24. **Program Collaboration/s** – Grantee shall establish working relationships with agencies serving high-risk populations to facilitate referrals for PrEP uptake.
25. **Program Staff Cultural Competencies** – Grantee shall deliver all services in a culturally sensitive and nonjudgmental fashion. Grantee shall conduct staff cultural competency training and reviews at least annually.
26. **Program Compliance** – Grantee shall adhere to program guidance provided by IDOH (Indiana Department of Health).
27. **Program Reporting** – Grantee shall collect, maintain and report program data in accordance with IDOH guidelines. Data submission to IDOH should be completed and submitted within 15 days of the completed reporting period.
28. **Program Calls, Webinars, and Meetings** – Grantee shall participate with required IDOH calls, webinars and meetings.
29. **Program Data Collection Systems** – Grantee shall collect required data and submit to IDOH in accordance with funded program guidance. IDOH will provide required forms and/or electronic reporting systems. Grantee may be required to change data collection systems at the discretion of IDOH.
30. **Program Staff Education and Training** – Grantee shall assure all program staff receive required training to successfully implement program goals and maintain program standards.
31. **Program Professional Licensing** – Grantee shall assure licensed program staff maintain active licenses. Grantee agency shall maintain documentation of all personnel license expirations and renewals.
32. **Program Clinical Standard Compliance** – Grantee shall maintain all clinical standards and clinical licensing while providing interventions of this program.

33. **Program Confidentiality & Security** – Grantee shall implement and adhere to confidentiality and security standards equal to or greater than those of the IDOH Division of HIV/STD and Viral Hepatitis.
34. **Program Funding from Ryan White (RW)** – Grantee agencies receiving Ryan White monies as part of this funding shall adhere to specific RW program service standards and specific RW financial reporting requirements. Grantee shall participate in required RW program standards and financial reporting trainings.
35. **Program Participant Eligibility** – Grantee shall determine participant eligibility based upon IDOH provided program guidance.
36. **Program Participant Interventions** – Grantee shall provide complete interventions for all participants. Education, supplies and referrals help complete HIV prevention interventions. Education should include but is not limited to: behavioral changes and/or modifications; counseling; printed materials; links to web sites; and, prevention smart phone apps. Supplies should include but are not limited to: safer sex supplies; safer injection supplies; and, safer smoking supplies.
37. **Program Submission Changes** – Any Grantee changes from documentation provided in original funding proposal shall be reported to IDOH within 72 hours. Changes may include but are not limited to: physical location; board of directors; staffing; requested budget changes or amendments; and, receipt of additional program funding.

Harm Reduction/SSP

Scope of Work: Grantee shall provide Harm Reduction (HR) and or Syringe Service Program (SSP) services. This funding calls for implementation of harm reduction strategies which target individuals engaged in high-risk behaviors including, but not limited to: unsafe sex practices and injection substance use.

Deliverables:

38. **Program Engagement Goals** – Grantee shall engage no fewer than 100 distinct participants in 2022. Twenty five percent (25%) shall be new participants in the HR program.
39. **HR & SSP Targeted Populations** – Grantee shall recruit participants who benefit from Harm Reduction services and supplies. CDC identified high-risk populations which include, but are not limited to: People Who Inject Drugs (PWID) and Transgender. Grantee may offer HR services to CDC identified high-risk populations which include but are not limited to: White Men who Have Sex with Men (MSM); African American MSM; Hispanic MSM; Black Heterosexual Women; White Heterosexual Women; and Hispanic Heterosexual Women.

40. **Program Collaboration/s** – Grantee shall establish working relationships and agreements with agencies serving identified high-risk populations. Grantee shall document collaborative agreements and resulting incoming and outgoing referrals.
41. **Program Referrals** – Grantee shall offer appropriate referrals to all intervention participants. Referrals may include but are not limited to: HIV/HCV and STD testing; medical care; housing; transportation; mental health; food and nutrition; syringe service programs; PrEP access; PrEP Medical Assistance; and, HIV testing. Grantees providing HR and SSP services through this funding must offer PrEP and HIV testing referrals.
42. **Program Staff Cultural Competencies** – Grantee shall deliver all services in a culturally sensitive and nonjudgmental fashion. Grantee shall conduct staff cultural competency training and reviews at least annually.
43. **Program Compliance** – Grantee shall adhere to program guidance provided by IDOH.
44. **Program Reporting** – Grantee shall collect, maintain and report program data in accordance with IDOH guidance. Monthly Non-Syringe Harm Reduction reports are due on the 10th day of the following month. Quarterly Syringe Service Program reports are due on the 15th of the month following the quarter.
45. **Program Calls, Webinars and Meetings** – Grantee shall participate with required IDOH calls, webinars and meetings.
46. **Program Data Collection Systems** – Grantee shall collect required data and submit to IDOH in accordance with funded program guidance. IDOH will provide required forms and/or electronic reporting systems. Grantee may be required to change data collection systems at the discretion of IDSH.
47. **Program Staff Education and Training** – Grantee shall assure all program staff receive required training to successfully implement program goals and maintain program standards. Grantee shall assure all individuals, both staff and volunteers, who provide services are trained in: harm reduction strategies; HIV 101; Basic HCV; Basic STD; and motivational interviewing.
48. **Program Professional Licensing** – Grantee shall assure licensed program staff maintain active licenses. Grantee agency shall maintain documentation of all personnel license expirations and renewals.
49. **Program Clinical Standard Compliance** – Grantee shall maintain all clinical standards and clinical licensing while providing interventions of this program.
50. **Program Confidentiality & Security** – Grantee shall implement and adhere to confidentiality and security standards equal to or greater than those of the IDOH Division of HIV/STD and Viral Hepatitis.

51. **Program Participant Eligibility** – Grantee shall determine participant eligibility based upon IDOH provided program guidance.
52. **Program Participant Interventions** – Grantee shall provide complete interventions for all participants. Grantee shall provide education, supplies and referrals for each intervention. Education should include but is not limited to: behavioral changes and/or modifications; counseling; printed materials; links to web sites; and, prevention smart phone apps. Supplies should include but are not limited to: safer sex supplies; safer injection supplies; and, safer smoking supplies.
53. **Program Submission Changes** – Any Grantee changes from documentation provided in original funding proposal shall be reported to IDOH within 72 hours. Changes may include but are not limited to: physical location; board of directors; staffing; requested budget changes or amendments; and, receipt of additional program funding.

ATTACHMENT B
Monroe County Health Department

The Grantee's expected budget includes the following approximated costs:

Original

	Original
Personnel	\$ 43,480
Fringe	\$ 21,717
Supplies	\$ 300
Travel	\$ 402
Consultant	\$
Contractual	\$
Equipment	\$
Other	\$
Subtotal	\$ 65,899
TOTAL	\$ 65,899

Attachment C: Federal Funding

Federal Agency: Department of Health and Human Services

CFDA Number: 93.940

Award Name: HIV Prevention Activities Health Department Based Program

1) Incorporation

This award is based on the application, as approved, the Indiana Department of Health (IDOH) submitted to the Department of Health and Human Services relating to the program and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a) The grant program legislation and program regulation by statutory authority as provided for this program and all other referenced codes and regulations.
- b) 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c) The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period. (Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>.)

The Contractor or Grantee (as defined in the Contract or Grant Agreement) must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Grant Policy Statements; requirements imposed by program statutes and regulations and grant administration regulations, as applicable; and any regulations or limitations in any applicable appropriations acts.

2) Anti-kickback Statute

The Contractor or Grantee is subject to the anti-kickback statute and should be cognizant of the risk of criminal and administrative liability under this statute, 42 U.S.C. § 1320a-7b(b).

3) Victims of Trafficking and Violence Protection Act

The Contractor or Grantee is subject to the requirements of Section 106(g) of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7104).

4) Accessibility of Services

Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of

1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), and any provisions required by the implementing regulations of the Federal Agency providing the funds. Resources are available at <http://www.justice.gov/crt/about/cor/coord/titlevi.php>.

Executive Order 13166 requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency have meaningful access to services. Resources are available at <http://www.lep.gov/13166/eo13166.html>.

5) Federal Information Security Management Act (FISMA)

The Contractor or Grantee must protect all information systems, electronic or hard copy which contains federal data from unauthorized access. Congress and the Office of Management and Budget (OMB) have instituted laws, policies, and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. Resources are available at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

6) Registration Requirements

The Contractor or Grantee must register in the System for Award Management (SAM) and maintain the registration with current information. Additional information about registration procedures may be found at www.sam.gov. The entity must maintain the accuracy and currency of its information in SAM at all times during which the entity has an active award unless the entity is exempt from this requirement under 2 CFR Subtitle A, Chapter II, Part 200. Additionally, the entity must review and update the information at least annually after the initial registration.

7) Non-Delinquency on Federal Debt

Contractor or Grantee is subject to the Federal Debt Collection Procedures Act of 1990, 28 U.S.C. § 3201(e), which imposes restrictions on the transfer of federal funds to persons or entities owing a debt to the United States.

8) Federal Funds Disclosure Requirements

Any of the entity's statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by federal funds must state a) the percentage of the total costs of the program or project with federal financing; b) the amount of federal funds for the project or program; and c) the percentage and dollar amount of the total costs of the project or program financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

Publications, journal articles, etc. produced under a grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the HIV Prevention Activities Health Department Based Program from Department of Health and Human Services. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services.

9) Equipment and Products

To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made. 2 CFR Subtitle A, Chapter II, Part 200.33 and 200.313 defines equipment as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

The grantee may use its own property management standards and procedures provided it observes provisions of the relevant sections in the Office of Management and Budget (OMB) 2 CFR Subtitle A, Chapter II, Part 200.500-520.

10) Federal Funding Accountability and Transparency Act (FFATA)

In order for IDOH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, the form, titled Transparency Reporting Subawardee Questionnaire. If the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. IDOH will not execute this agreement until Contractor or Grantee completes the form in its entirety. The questionnaire will be sent in a separate email.

11) Federal Lobbying Requirements

- a) The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan or cooperative agreement.

- b) 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, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c) The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

For more information, please contact the IDOH Division of Finance.

Attachment D
Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

1. Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronic submission site is found at <https://gateway.ifonline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifonline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.
2. A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs
3. Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/08/23

Formal ☒

Work session ☐

Department Technical Services

Title to appear on Agenda: Soft Choice Microsoft Licensing renewal for Apr 2023-Mar 2024

Vendor # 0560

Executive Summary:

Our annual Microsoft software licensing is due for renewal at this time. The licensing encompasses five hundred and sixty seven (567) of our MS 365 licenses, as well as Exchange server, Visio Pro, Sequel Server, Server OS, and Remote Desktop Services for Server licensing. This agreement covers a period of 1 year.

Fund Name(s):

Cumulative Capital

Fund Number(s):

1138

Amount(s)

\$168,634.75

Presenter: Greg Crohn

Speaker(s) for Zoom purposes:

Name(s)

Greg Crohn

Phone Number(s)

812-335-7216

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:



Softchoice
20 Mowat Avenue
Toronto, ON M6K 3E8

Sales/Order desk
Phone: (800) 268-7638
Fax: (800) 268-7639

Quote	Q-1358365
Date	07-Mar-2023

Quote

Ship To :
Greg Crohn
County Of Monroe
119 W 7TH ST
RM 22
BLOOMINGTON, IN 47404

Bill To:
Greg Crohn
County Of Monroe
119 W 7TH ST
RM 22
BLOOMINGTON IN
47404

Quote Prepared For	Greg Crohn County Of Monroe Phone: (812) 349-2522 Email: gcrohn@co.monroe.in.us
Quote Sent By	Taylor Tsuji taylor.tsuji@softchoice.com Phone: (416) 588-9002 Fax:
Anniversary Date	01-Apr-2023
Authorization Number	72122765
Agreement End Date	31-Mar-2025
Comments	

SLG EA - Year 2 Scheduled Ann Billing - Enr: 72122765

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000401992	AAA-12417	CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr	567	Upfront	01-Apr-2023	31-Mar-2024	United States	Subscription	\$16.79	\$9,519.93
2000410260	AAA-11924	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL	567	Upfront	01-Apr-2023	31-Mar-2024	United States	Subscription	\$209.00	\$118,503.00

2000402163	KV3-00353	WINENTperDVC ALNG SA MVL Pltfrm	567	Upfront	01-Apr-2023	31-Mar-2024	United States	Maintenance	\$48.49	\$27,493.83
2000401807	395-02504	ExchgSvrEnt ALNG SA MVL	2	Upfront	01-Apr-2023	31-Mar-2024	United States	Maintenance	\$760.00	\$1,520.00
2000401893	7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	2	Upfront	01-Apr-2023	31-Mar-2024	United States	Maintenance	\$2,337.09	\$4,674.18
2000401901	7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	2	Upfront	01-Apr-2023	31-Mar-2024	United States	Maintenance	\$610.00	\$1,220.00
2000402065	D87-01159	VisioPro ALNG SA MVL	3	Upfront	01-Apr-2023	31-Mar-2024	United States	Maintenance	\$115.00	\$345.00
2000401836	6VC-01253	WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL	1	Upfront	01-Apr-2023	31-Mar-2024	United States	Maintenance	\$20.49	\$20.49
2000401914	9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	32	Upfront	01-Apr-2023	31-Mar-2024	United States	Maintenance	\$131.49	\$4,207.68
2000401920	9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	56	Upfront	01-Apr-2023	31-Mar-2024	United States	Maintenance	\$20.19	\$1,130.64
GROUP TOTAL									\$168,634.75	

SUBTOTAL									\$168,634.75	
DELIVERY: Ground - 3 to 5 days									\$0.00	
State Tax									\$0.00	
All currency in this quote is in (USD).									TOTAL	
									\$168,634.75	

Payment options are only available in listed currency and not billable in other currencies. Pricing, availability, and special offers are subject to change at any time. This document and the transaction(s) to which it pertains are governed by Softchoice's online terms of sale, unless a separate purchase agreement was signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found <http://www.softchoice.com/softchoice-terms-and-conditions-for-products>

As noted in the Microsoft Enterprise Agreement, any online subscription services within this quote will automatically renew annually unless Softchoice is notified in writing at least 30 days prior to your anniversary. If you are within the final year of your agreement the previous statement does not apply; new products and quantities will be reviewed in your renewal process.

Signature :

Name :

Title :

Date :

PO# : {{PO_es :signer1}}

A handwritten signature in black ink that reads "Taylor Tsuji". The signature is written in a cursive, flowing style.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The Clerk's office utilizes All Safe Storage for storage election equipment. The monthly rent for the storage unit is \$189.00. However, if rent is paid for a full year \$2079.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Rental Agreement

Contract # 118331

This agreement has been made and entered into on 2/15/2023 by and between

Monroe County Government
301 N. College Ave Room #201
Attn Terri Bowman
Bloomington, IN 47404

hereinafter called Lessee, and

All Safe Self Storage
110 Ridge Springs Lane
Site #4
Ellettsville, IN 47429

hereinafter called Lessor.

Unit Number: OOC53
Rate: \$189.00 per month. /
Lease Begins 2/15/2023 and Terminates 2/24/2024.
Next payment of \$189.00 is due on 2/24/2023.

WITNESSEIB: Lessor does hereby lease to Lessee and Lessee does hereby take as Lessee, the storage space more particularly described as unit number OOC53, upon the terms and conditions hereafter set out.

1. The term of this lease shall begin and end on the dates stated above; provided however, the term of the lease may be extended for like periods of time, provided neither party gives notice to the other party of intent to terminate the lease, whether at the end of the initial term or at the end of any renewal term thereof. Notice of termination must be received within at least ten (10) days prior to the termination date, or the lease will be deemed to have been renewed for a term equal to the original term of the lease.
2. Lessee shall pay as rent therefore the sum per period stated above for the full term of the lease, said rent to be paid by the 15th of the month, by either delivery of same to Lessor or to the order of Lessor.
3. Lessee takes said property in its present condition and agrees to return the same to Lessor at the end of said lease or any renewal thereof: in as good a condition as received, ordinary wear and tear excepted. Lessee shall be liable for any damage done to premises whether by Lessee or any agent, guest, or invitee of Lessee.
4. It is specifically understood and agreed by and between the parties that Lessor shall not be responsible for any loss of goods stored in the storage space above described, nor be responsible for any damage done to any items stored in said space, unless said loss or damage is caused by the direct act of Lessor or their agents, employees or representatives.
5. In the event Lessee shall fail to pay rent when due, and permit said payment to remain delinquent for a period of more than fifteen (15) days, Lessor is thereafter authorized by Lessee to lock up the storage space, and to keep said premises locked until the rent is paid. In the event said rental is not paid within 90 days of the due date, then any property located in the said storage space is to be sold by Lessor with the proceeds of said sale to be applied first to the expense of sale, with the same to include but not be limited to a reasonable attorney fee and the cost of publications of notice of sale, if any, then to the payment of rent, with any surplus remaining to be paid to the Lessee.
6. In the event of Lessee's default in the payment of rent when due, or failure to perform any other covenant contained herein, Lessee expressly agrees that if Lessor brings any action for the enforcement of this agreement, Lessee shall be liable for the costs of that action, including a reasonable attorney fee.
7. Lessee shall not have the right to assign this agreement without first having obtained the permission of Lessor in writing. Lessee further agrees to preserve such premises, free from nuisance and not permit the use of the same of any part thereof for other than storage purposes or for any purpose prohibited by law.
8. Time, wherever mentioned, is of the essence of this agreement. This agreement shall be binding upon the parties hereto, their heirs, successors, representatives and assigns, if any.
9. Paying for full year instead of monthly gets the 12th month free. Full payment of \$2, 079 (11 x \$189) due to get last month free.


Move-In Charges Detail

	Rent	Monthly Charges	Security Deposit	Admin Fee	Insurance Premium	Lock/ Misc.			
2115/2023	\$189.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$189.00

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

LESSOR

LESSEE

x 

Monroe County Commissioners

Penny Githens, President

Julie Thomas, Vice President

Lee Jones, Commissioner



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/08/23

Formal ☒

Work session ☐

Department Highway

Title to appear on Agenda:

On-call Services Agreement between
Monroe County Board of Commissioners
and Resolution Group, Inc.

Vendor #

Executive Summary:

This on-call agreement with Resolution Group, Inc., is for engineering services on an as-needed basis. Tasks may include drainage and surface water analysis, hydraulic modeling, inspections, roadway and bridge design and project management.

Fund Name(s):

Stormwater/ Cumulative Bridge

Fund Number(s):

1197/1135

Amount(s)

As-needed

Presenter: Lisa Ridge

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Schilling, David

**AGREEMENT BETWEEN
OWNER AND ENGINEER**

THIS AGREEMENT is dated as of the 1 day of March
in the year 20 23, by and between

MONROE COUNTY
501 North Morton Street, Suite 216
Bloomington, IN 47404

hereinafter called the **OWNER** and

RESOLUTION GROUP, INC.
7155 Shadeland Station Way, Suite 160
Indianapolis, Indiana 46256

hereinafter called the **ENGINEER**.

WITNESSETH

WHEREAS the **OWNER** requires professional engineering services in connection with the following described Project:

On-Call Professional Engineering Services

WHEREAS, the **OWNER** wishes to engage the **ENGINEER** to provide certain services pertaining thereto; and

WHEREAS, the **ENGINEER** represents that it has sufficient qualified personnel and equipment and is capable of performing the professional engineering services described herein; is a corporation qualified to do business in the State of Indiana; and the services described herein will be performed under the supervision of an engineer licensed to practice in the State of Indiana.

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION I SERVICES BY ENGINEER

The services to be provided by the **ENGINEER** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The information and services to be furnished by the **OWNER** are set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III NOTICE TO PROCEED AND SCHEDULE

The **ENGINEER** shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **OWNER**, and shall deliver the work to the

OWNER in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. The **ENGINEER** shall not begin work prior to the date of the notice to proceed.

This Agreement shall be applicable to all assignments authorized by the **OWNER** and accepted by the **ENGINEER** subsequent to the date of execution and shall be effective as to all assignments authorized.

SECTION IV COMPENSATION

The **ENGINEER** shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

SECTION V MISCELLANEOUS PROVISIONS

Miscellaneous Provisions are set out in Appendix "E", attached to this Agreement, and made an integral part hereof.

SECTION VI GENERAL PROVISIONS

1. **Work Office**

The **ENGINEER** shall perform the work under this Agreement at the following office(s):

7155 Shadeland Station Way, Suite 160, Indianapolis, IN 46256

2. **Employment**

During the period of this Agreement, the **ENGINEER** shall not engage, on a full or part time or other basis, any personnel who remain in the employ of the **OWNER**.

3. **Subletting and Assignment**

The **ENGINEER** and its subcontractors, if any, shall not assign, sublet, subcontract, or otherwise dispose of the whole or any part of the work under this Agreement without prior written consent of the **OWNER**. Consent for such assignment shall not relieve the **ENGINEER** of any of its duties or responsibilities hereunder.

4. **Use and Ownership**

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the **ENGINEER** as work for hire, shall remain the property of the **ENGINEER**. The **OWNER** shall be entitled to copies or reproducible sets of any of the aforesaid.

The **ENGINEER** will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **OWNER** at all reasonable times.

The **ENGINEER** agrees that the **OWNER** is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by the **ENGINEER** and the **ENGINEER**

waives all right of redress against the **OWNER** if the **OWNER** does not utilize same. Any modification, amendment, misuse of any of the **ENGINEER's** work by the **OWNER** or actions that disregard the **ENGINEER's** recommendations to the **OWNER** shall release the **ENGINEER** from any and all liability in connection with such work modified, amended or misused thereafter and the **OWNER** shall not use the **ENGINEER's** name thereon without the expressed approval of the **ENGINEER**.

5. **Compliance with State and Other Laws**

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

6. **Professional Responsibility**

The **ENGINEER** will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering practices. If the **ENGINEER** fails to meet the foregoing standard, the **ENGINEER** will perform at its own cost, and without reimbursement from the **OWNER**, the services necessary to correct errors and omissions which are caused by the **ENGINEER's** failure to comply with above standard, and which are reported to the **ENGINEER** within one (1) year from the completion of the **ENGINEER's** services for the Project.

In addition, the **ENGINEER** will be responsible to the **OWNER** for damages caused by its negligent conduct during **ENGINEER's** activities at the Project site or in the field to the extent covered by the **ENGINEER's** Comprehensive General Liability and Automobile Liability Insurance.

The **ENGINEER** shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the **OWNER** or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by **OWNER**. The **ENGINEER** shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the **ENGINEER**) in the designs, drawings, specifications and other services furnished by the **OWNER**, or other consultants retained by the **OWNER**.

7. **Status of Claims**

The **ENGINEER** shall be responsible for keeping the **OWNER** currently advised as to the status of any known claims made for damages against the **ENGINEER** resulting from services performed under this Agreement. The **ENGINEER** shall send notice of claims related to work under this Agreement to the **OWNER**.

8. **Insurance**

The **ENGINEER** shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) - combined single limit of \$1,000,000.00;

Worker's Compensation - statutory limit; and

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$1,000,000.00.

The **ENGINEER** shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the **OWNER**.

9. **Status Reports**

The **ENGINEER** shall furnish a monthly Status Report to the **OWNER** by the fifteenth (15th) of each month.

10. **Changes in Work**

In the event that either the **OWNER** or the **ENGINEER** determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the **OWNER**, both parties in the exercise of their reasonable and honest judgment shall negotiate the changes and the **ENGINEER** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the **ENGINEER** is authorized in writing by the **OWNER** to proceed.

11. **Delays and Extensions**

The **ENGINEER** agrees that no charges 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 this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the **OWNER**, subject to the **ENGINEER's** approval. However, it being understood, that the permitting of the **ENGINEER** 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 **OWNER** of any of its rights herein.

12. **Abandonment**

Services may be terminated by the **OWNER** and the **ENGINEER** by thirty (30) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so abandoned, the **ENGINEER** shall deliver to the **OWNER** copies of all data, reports, drawings, specifications and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by the **ENGINEER** to make such delivery upon demand, then and in that event the **ENGINEER** shall pay to the **OWNER** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the **ENGINEER** to the date of the abandonment for all services to be paid for on a lump sum basis. The **ENGINEER** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost plus fixed fee basis. The payment as made to the **ENGINEER** shall be paid as the final payment in full settlement and release for the services hereunder.

13. **Non-Discrimination**

Pursuant to Indiana and Federal Law, the **ENGINEER** and **ENGINEER's** subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this 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 may be regarded as a material breach of the Agreement.

14. **Employment Eligibility Verification.**

The **ENGINEER** affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

The **ENGINEER** shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The **ENGINEER** is not required to participate should the E-Verify program cease to exist. Additionally, the **ENGINEER** is not required to participate if the **ENGINEER** is self-employed and does not employ any employees.

The **ENGINEER** shall not knowingly employ or contract with an unauthorized alien. The **ENGINEER** shall not retain an employee or contract with a person that the **ENGINEER** subsequently learns is an unauthorized alien.

The **ENGINEER** shall require its subconsultant, who perform work under this Contract, to certify to the **ENGINEER** that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. The **ENGINEER** agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.

The **OWNER** may terminate for default if the **ENGINEER** fails to cure a breach of this provision no later than thirty (30) days after being notified by the **OWNER**.

15. **No Investment in Iran.**

As required by IC 5-22-16.5, the **ENGINEER** certifies that the **ENGINEER** is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

16. **Successor and Assigns**

The **OWNER** and the **ENGINEER** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the **OWNER** and the **ENGINEER** shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

17. **Supplements**

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

18. **Governing Laws**

This 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 causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

19. **Independent Engineer**

In all matters relating to this Agreement, the **ENGINEER** shall act as an independent engineer. Neither the **ENGINEER** nor its employees are employees of the **OWNER** under the meaning or application of any Federal or State Laws or Regulations and the **ENGINEER** agrees to assume all liabilities and obligations imposed in the performance of this Agreement. The **ENGINEER** shall not have any authority to assume or create obligations, expressed or implied, on behalf of the **OWNER** and the **ENGINEER** shall have no authority to represent as agent, employee, or in any other capacity than as set forth herein.

20. **Rights and Benefits**

The **ENGINEER's** services will be performed solely for the benefit of the **OWNER** and not for the benefit of any other persons or entities.

21. **Disputes**

All claims or disputes of the **ENGINEER** and the **OWNER** arising out of or relating to the Agreement, or the breach thereof, shall be first 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 a court located within the county and state where the project is located.

22. **Limitation of Liability**


To the maximum extent permitted by law, the **OWNER** agrees to limit the **ENGINEER's** liability for the **ENGINEER's** damages to the sum of \$1,000,000.00 limit of Professional Liability insurance. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

IN WITNESS WHEREOF, the **OWNER** and the **ENGINEER** have signed this Agreement in duplicate. One counterpart each has been delivered to the **OWNER** and the **ENGINEER**.

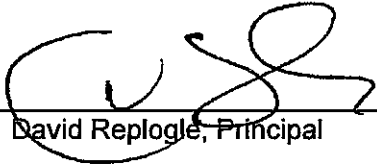
This Agreement will be effective on _____, 20 ____.

ENGINEER:
RESOLUTION GROUP, INC.

OWNER:
MONROE COUNTY

By: 
Dawn M. Replogle, Principal

By: _____
Julie Thomas, President


David Replogle, Principal

Penny Githens, Vice President

Lee Jones

Attest: _____
Catherine Smith, Auditor

Date

APPENDIX "A"

SERVICES BY ENGINEER

A. PROJECT DESCRIPTION

1. On-Call professional engineering services through written Task Orders.

B. SCOPE OF WORK

1. Professional Engineering Services as request by **OWNER** and as outlined in executed Task Orders. See Appendix "E" for standard "Task Order" form template.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.
2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.
6. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to the **ENGINEER**, as requested by the **ENGINEER** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX "C"

SCHEDULE

1. This On-Call agreement shall be in place until December 1, 2024, unless an extension is granted in writing to the **ENGINEER**.
2. The schedule for all work by the **ENGINEER** will be defined in the Executed Task Order document for each assignment under this Agreement.

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The **ENGINEER** shall receive as payment for the work performed under this Agreement the Hourly Rate Schedule listed by classification in Appendix "D-1", and direct expense in accordance with Indiana Travel Policy, unless otherwise specified in a specific Executed Task Order.

C. Method of Payment

1. The **ENGINEER** may submit a maximum of one invoice per calendar month for the work covered under this Agreement. The invoice shall represent the value, to the **OWNER**, of the partially completed work as of the date of the invoice.
2. The **OWNER** for services provided in Appendix "A", agree to pay the **ENGINEER** the fee established for work completed within each specific Executed Task Order.
3. Payment for work covered under this Agreement shall be made within 30 days of receipt of the **ENGINEER'S INVOICE**.

APPENDIX "D-1"

SCHEDULE OF COMPENSATION

On-Call Services

- Resolution Group, Inc



7155 Shadeland Station Way #160
Indianapolis, Indiana 46256
Phone: (317) 558-2911
www.resogrp.com

CLASSIFICATION	2022 Regular Rates	2022 OT Rates	Estimated**			
			2023 Regular Rates	2023 OT Rates	2024 Regular Rates	2024 OT Rates
Project Management						
Sr. Project Manager	\$206.29	\$206.29	\$213.51	\$213.51	\$220.98	\$220.98
Project Manager	\$164.22	\$164.22	\$169.96	\$169.96	\$175.91	\$175.91
Project Admin	\$112.90	\$130.33	\$116.85	\$134.28	\$120.94	\$138.37
Engineering						
Project Engineer	\$181.69	\$181.69	\$188.05	\$188.05	\$194.63	\$194.63
Sr. Utility Coordinator	\$171.65	\$171.65	\$177.66	\$177.66	\$183.87	\$183.87
Engineer III	\$142.50	\$142.50	\$147.49	\$147.49	\$152.65	\$152.65
Utility Coordinator	\$124.56	\$143.79	\$128.92	\$148.15	\$133.43	\$152.66
Sr. Designer/CADD	\$127.05	\$146.67	\$131.50	\$151.11	\$136.10	\$155.72
Engineer II	\$123.00	\$123.00	\$127.31	\$127.31	\$131.76	\$131.76
Engineer I	\$102.78	\$102.78	\$106.38	\$106.38	\$110.10	\$110.10
Cadd Technician	\$97.97	\$113.09	\$101.40	\$116.52	\$104.95	\$120.07
Intern	\$48.58	\$56.08	\$50.28	\$57.78	\$52.04	\$59.54
Land Survey/ROW						
Project Surveyor	\$225.77	\$225.77	\$233.67	\$233.67	\$241.85	\$241.85
ROW Technician	\$129.55	\$149.55	\$134.08	\$154.08	\$138.77	\$158.77
Survey Specialist	\$102.94	\$118.83	\$106.54	\$122.43	\$110.27	\$126.16
Construction Inspection						
Resident Project Representative	\$156.20	\$180.32	\$161.67	\$185.78	\$167.33	\$191.44
Construction Inspector	\$94.34	\$108.91	\$97.65	\$112.21	\$101.06	\$115.63
Environmental/Stormwater						
Certified Stormwater Specialist	\$181.56	\$181.56	\$187.91	\$187.91	\$194.49	\$194.49
Environmental Scientist III	\$121.51	\$140.27	\$125.77	\$144.53	\$130.17	\$148.93
Environmental Scientist II	\$113.35	\$130.85	\$117.32	\$134.82	\$121.43	\$138.93
Environmental Scientist I	\$85.82	\$99.07	\$88.83	\$102.08	\$91.94	\$105.19

APPENDIX "E"

Monroe County On-Call
Task Order No. X
Date

Task Order No. 1

This Task Order ("Task Order") is entered into between Resolution Group, Inc. (ENGINEER) and Monroe County ("OWNER") on XXXXX X, 20XX, under the terms and conditions established in the Agreement between ENGINEER and OWNER dated XXXX X, 20XX ("Agreement"), in connection with RGI's Project Number XXXXXXXX.XX. Defined terms shall have the same meaning as set forth in the Agreement unless stated otherwise.

1. Background Data

Owner: Monroe County
Specific Project (title): Task Order No. X Title
Specific Project (description): Task Order No X General Description.

2. Services of Engineer

The specific services to be provided or furnished by ENGINEER under this Task Order are:

Scope of work shall be in accordance with...

3. Schedule

ENGINEER shall perform the Services according to the following schedule:

The work shall begin on XXXXX X, 20XX and shall be completed by XXXXX X, 20XX.

4. Compensation

The OWNER shall pay the ENGINEER for services rendered under this Task Order as follows:

An amount equal to the actual services charged to the Project at the ENGINEER'S hourly billing rates in the Agreement.

The total not to exceed compensation for Services is estimated to be \$ X,XXX.

If work is anticipated to be more than the amount listed above, authorization must be provided in writing by the OWNER prior to incurring costs.

5. Attachments

- a. Scope of Services
- b. Hourly Breakdown

All terms and conditions of the Agreement are incorporated herein and shall control in the event of a conflict with this Task Order. OWNER and ENGINEER hereby agree to the terms and conditions of this Task Order as of the date set forth above. The individuals signing this Task Order represent and warrant that they have the power and authority to enter into this Task Order and bind the parties for whom they sign.

Monroe County On-Call
Task Order No. X
Date

ENGINEER
RESOLUTION GROUP, INC.:

OWNER
MONROE COUNTY:

By: _____

By: _____

Print
Name: _____

Print
Name: _____

Title: _____

Title: _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda: Vendor #

Executive Summary:

After completion of the brine building it was discovered that it would be beneficial to install a stand alone camera in the brine building. This will enable the employee at the control mechanisms in one room to visually see if there are any issues within the area of the brine tank portion of the building, where the brine mixture is being created. Greg Crohn, IT Director, has reviewed the quote and acceptance of the equipment being installed.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="ARPA-Brine"/>	<input type="text" value="8950"/>	<input type="text" value="\$2,170.42"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:



Monroe County Government
100 W Kirkwood Ave
Room 209
Bloomington IN 47404-5143

Brine Building Camera

22711022723

812-332-1995 • www.btechllc.com

TERMS AND CONDITIONS

I. DEFINITIONS: "Agreement" means these terms and conditions together with the work order or proposal attached or on the reverse side of this document. "Customer" means the individual or entity that purchases B-Tech's, equipment, products, systems, or services. "B-Tech" means B-Tech, LLC, an Indiana limited liability company and its agents, employees, officers, members and authorized representatives

II. INSURANCE: Customer acknowledges that B-Tech is not an insurer. It is Customer's obligation to purchase insurance to protect itself from loss, damage, death, or injury related to or arising out of any occurrences or consequences, which B-Tech's equipment, products, systems, or services are designed to detect or avert. Customer expressly acknowledges that no fire suppression system can guarantee prevention of any loss, damage, death, or injury.

III. LIMITATION OF LIABILITY: The amounts payable to B-Tech are based upon the value of the equipment, products, systems, or services provided. The scope of B-Tech's liability is unrelated to the value of Customer's property or property of others located on Customer's premises. B-Tech has made no guarantee, representation, or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that B-Tech's equipment, products, systems, or services will avert or prevent any specific occurrence or consequence including any occurrence or consequence that the equipment, products, systems, or services are designed to detect or avert. B-Tech is exempt from liability for any loss, damage, death, or injury related to or arising out of any occurrences or consequences which its equipment, products, systems, or services are designed to detect or avert. That if B-Tech should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge or \$250, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, of B-Tech, its agents or employees. If any person not a party to this Agreement makes any claim or files any lawsuit against

B-Tech related to or arising out of the operation or failure in any respect of any of the equipment, products, systems, or services that B-Tech provides to Customer in relation to this Agreement, Customer shall, to the fullest extent permitted by law, indemnify and hold B-Tech harmless for any and all such claims, lawsuits, or other proceedings, including the payment of all damages, expenses, costs, and attorneys' fees. If Customer desires B-Tech to assume a greater liability under this Agreement, B-Tech may amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by Customer for the assumption by B-Tech of such greater liability provided. However, such rider and additional obligation shall in no way be interpreted to hold B-Tech as an insurer and unless such written rider is attached and signed by B-Tech, no additional liability will be assumed. The provisions of this paragraph shall apply if any loss, damage, death, or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed by this Agreement or from negligence, active or otherwise, of B-Tech. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization, may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization

IV. CUSTOMER'S DUTIES: Customer shall not alter or modify any of B-Tech's equipment, products, systems, or services. Customer shall instruct all persons who may use B-Tech's equipment, products, systems, or services on their proper use and maintenance. Customer shall inspect B-Tech's equipment, products, systems, and services on a regular basis, between routine inspections, to look for things such as missing discharge nozzles, redirected pipes and nozzles, missing nozzle blow off caps or protectors, grease accumulation on detection devices, and any other items requiring general maintenance. If Customer finds problems during any such inspection, Customer shall notify B-Tech and schedule a service call, for which there will be a charge. Customer shall notify B-Tech in writing immediately if any cooking appliances are replaced, added, or deleted on Customer's property. Customer shall also notify B-Tech in writing immediately if any changes of any kind are made to any cooking ventilation system on Customer's property. Customer acknowledges that any of the above changes may affect the operation of B-Tech's equipment, products, systems, or services.

V. BINDING AGREEMENT: The terms expressed herein shall inure to the benefit of and apply to all parent, subsidiary, and affiliated companies of B-Tech, as well as to any company which B-Tech may contract with to provide any of B-Tech's equipment, products, systems, or services. Customer may not assign its rights without B-Tech's express written consent.

VI. ENTIRE AGREEMENT: Except as otherwise mutually agreed in writing by B-Tech and Customer, this Agreement constitutes the entire agreement and understanding between Customer and B-Tech with respect to the subject matter hereof, and supersedes all other agreements, understandings, representations, warranties, promises, conditions, or statements, whether express or implied, written or oral.

VII. GOVERNING LAW AND VENUE: This Agreement shall be governed by Indiana law without regard to its choice of law rules. Venue for any dispute related to or arising out of this Agreement shall be in a state court located in Monroe County, Indiana or the federal district court having jurisdiction over Monroe County, Indiana.

VIII. SEVERABILITY: The covenants and acknowledgements contained in this Agreement shall be construed as separate and independent and this Agreement shall not be construed against either party. If any term or provision of this Agreement shall to any extent be held to be invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid, legal, and enforceable to the fullest extent permitted by law.

XI. WAIVER: No party shall be deemed to have waived compliance by the other party of any provision of this Agreement, unless the waiver is contained in a written instrument signed by the waiving party. The failure of a party to enforce at any time any of the provisions of this Agreement or to exercise any right contained in the Agreement shall not be construed to be a waiver of such provisions, nor shall any party's failure to enforce a similar right against another party constitute a waiver against any party to this agreement.

IN THE EVENT THE CUSTOMER DEFAULTS IN THE OBSERVATION OF ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, AND B-Tech LLC EMPLOYS ATTORNEYS TO ENFORCE ALL OR ANY PART OF THIS AGREEMENT, CUSTOMER SHALL REIMBURSE B-Tech LLC FOR THE ATTORNEY FEES, COURT COST AND INTEREST AT 18% PER ANNUM INCURRED THEREBY, WHETHER OR NOT SUIT IS FILED.



B-Tech Fire & Security

900 W Allen St

Bloomington IN 47403

(812) 332-1995

(812) 822-3620

support@btechllc.com

Proposal

Service Information

Monroe County Hwy Department
2800 S Kirby Rd

Bloomington IN 47404

Phone: (812) 803-6331

Fax:

Alt Contact:

Alt Phone:

E-Mail: gcrohn@co.monroe.in.us

Billing Information

Monroe County Government
100 W Kirkwood Ave
Room 209
Bloomington IN 47404-5143

Sales Rep

Terms

Net 25

Job Name

Brine Building Camera

Proposal

22711022723

Scope of Work:

Install camera and monitor in Brine Building. This system is stand alone, no recording.

Item

20" PC Monitor with BNC for Camera Input	1
Wall Mount Articulating LCD Monitor Full Motion 15 inch Extension	1
HD Vandal X IR Camera Outdoor w/ Heater	1
Vandal X Wall Mount Bracket	1
4 Out 12VDC CCTV Power Supply	1
RG59 With 18/2 Black Siam Wire per foot	100
Misc Parts	1
Labor	1

Summary of Costs



Job Subtotal:	\$2,170.42
Tax	\$0.00
Total Due:	\$2,170.42

Payment Terms

Net 25

Acceptance

Customer Acceptance

2/27/2023

Date

B-Tech Representative

2/27/2023

Date

This Agreement shall become effective upon the execution by the Customer and acceptance and execution of this Agreement by a duly authorized representative of B-Tech, LLC. I understand and agree to the terms & conditions of this Agreement.





Monroe County Board of Commissioners Agenda Request Form

Date to be heard **03/08/23**

Formal ☒

Work session ☐

Department **Highway**

Title to appear on Agenda: **Agreement between Monroe County Board of Commissioners and DLZ, LLC**

Vendor #

Executive Summary:

The agreement is for further design, right-of-way services, permits, pre-construction meetings and bid phase services for the Mt. Tabor Road, Bridge #13 replacement.

Fund Name(s):

Major Bridge

Fund Number(s):

1171

Amount(s)

\$785,375.00

Presenter: **Lisa Ridge**

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Baker, Lee

AGREEMENT FOR ENGINEERING SERVICES

This Agreement for Engineering Services ("Agreement") is entered into as of this _____ day of _____, 20____, by and between DLZ INDIANA, LLC ("DLZ") located at 138 NORTH DELAWARE STREET and MONROE COUNTY BOARD OF COMMISSIONERS ("Client") located at MONROE COUNTY COURTHOUSE, 100 W. KIRKWOOD AVENUE, BLOOMINGTON, IN 47404.

Client desires to hire DLZ to perform certain services in connection with **Monroe County Bridge 13 - Mount Tabor Road over Beanblossom Creek** ("Project"), and DLZ desires to assist Client, as provided in this Agreement.

In consideration of the premises, mutual covenants, and agreements set forth in this Agreement, Client and DLZ, each on behalf of itself, its successors, and its assigns, agree as follows:

1. Scope of Services

DLZ shall, in a professional manner, perform the services set forth in Exhibit A, attached to this Agreement.

2. Compensation

- a. DLZ shall be compensated for its Services as set forth in Exhibit B.
- b. DLZ shall invoice Client monthly for DLZ's professional fees earned and expenses incurred, and Client shall pay all undisputed amounts to DLZ within thirty (30) days of the date of each invoice.

3. Period of Performance

DLZ agrees to commence performance of Services upon receipt of a written "Notice to Proceed." Client recognizes that DLZ's Services may be conditioned upon Client's review of DLZ's work and/or the timely performance and completion of certain activities by Client. DLZ shall not be held liable for delays in performance of its Services to the extent caused by persons, events, or circumstances for which DLZ is not responsible.

4. Client Responsibility

- a. Other than information for which DLZ is responsible under this Agreement, Client shall provide DLZ, in a timely fashion, all information reasonably required for performance of the Services.
- b. Client designates **Ms. Lisa Ridge** as Client's Project coordinator.
- c. Client shall provide DLZ reasonable access to the all Project premises necessary for performance of the Services.

5. Independent Contractor

It is understood and agreed that DLZ is providing its Services as an independent contractor, and that DLZ's employees shall not be considered employees of the Client.

6. Termination

If either party should materially fail to fulfill its obligations under this Agreement, the other party may terminate this Agreement if the breaching party fails to cure the breach within thirty (30) days after the nonbreaching party provides written notice to the breaching party identifying the breach and advising of its intent to terminate the Agreement if the breach is not timely cured. DLZ shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. Client shall pay DLZ all fees and expenses accrued for Services rendered in accordance with this Agreement up to the effective date of any termination.

7. Insurance

During the term of this Agreement DLZ shall maintain, at DLZ's expense, the following insurance coverage:

a. Workers' Compensation (A)	Coverage A:	Statutory
Employer's Liability (B)	Coverage B:	
	Bodily injury by accident:	\$1,000,000 each accident
	Bodily injury by disease:	\$1,000,000 policy limit
		\$1,000,000 each employee
b. Commercial General Liability	Each occurrence:	\$1,000,000
(Coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract)	General aggregate limit	\$2,000,000
	Products and completed operations aggregate limit:	\$2,000,000
	Personal and advertising injury limit:	\$1,000,000
c. Auto Liability	Each accident:	\$1,000,000
(Coverage shall apply to any auto including owned, hired, and non-owned autos)		
d. Professional Liability	Each claim:	\$2,000,000
	Aggregate:	\$2,000,000

Certificates of Insurance shall be furnished to Client upon request.

8. Changes

Changes or amendments to this Agreement may be made only in writing signed by a duly authorized representative of each of the parties. Changes in scope of the project dictated by the Client and changing conditions of law or schedule delays or other events beyond DLZ's reasonable control will require contract price and/or date of performance revisions to reflect such changes or delays.

9. Assignment and Delegation

Neither party shall assign or delegate this Agreement or any right, duties or obligations hereunder to any person and/or entity without prior express written approval to the other.

10. Trademark and Trade Name

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

11. Standard Terms and Conditions

The Standard Terms and Conditions attached hereto as Exhibit C are incorporated herein and made a part of this Agreement.

12. Notices

All notices shall be in writing and be deemed to be given or made when delivered by hand or by regular U.S. mail as follows:

- a. Notices to DLZ shall be addressed to: LAURIE D. JOHNSON, PE, VICE PRESIDENT, DLZ INDIANA, LLC, 138 NORTH DELAWARE STREET.
- b. Notices to the Client shall be addressed to: LISA RIDGE, PUBLIC WORKS DIRECTOR, MONROE COUNTY BOARD OF COMMISSIONERS DEPARTMENT, MONROE COUNTY COURTHOUSE, 100 W. KIRKWOOD AVENUE, BLOOMINGTON, IN 47404.

13. General Provisions

- a. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- b. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
- c. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this agreement, or to exercise any option of election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- d. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- e. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.
- f. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

14. Employment Eligibility Verification

DLZ affirms it does not knowingly employ unauthorized aliens. DLZ shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. DLZ is not required to participate should the E-Verify program cease to exist. DLZ shall not knowingly employ or contract with any unauthorized alien. DLZ shall not retain an employee or contract with a person whom DLZ learns is an unauthorized alien. DLZ shall require all of its subconsultants, who perform work under this Agreement to certify to DLZ that the subconsultant does not knowingly employ or contract with unauthorized aliens and that the subconsultant has enrolled and is participating in the E-Verify program. However, the subconsultant is not required to participate if the subconsultant is self-employed and does not employ any employees. DLZ agrees to maintain this certification requirement throughout the duration of the term of its contract with a subconsultant.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

In Witness Whereof, the parties by their duly authorized representatives, have caused this agreement to be executed as of the date first written above.

DLZ INDIANA, LLC

MONROE COUNTY BOARD OF
COMMISSIONERS

By: Laurie D. Johnson, P.E.
(Name)

Laurie D. Johnson
(Signature)

Vice President
(Title)

3/1/2023
(Date)

By: Penny Githens
(Name)

(Signature)

President
(Title)

(Date)

By: Julie Thomas
(Name)

(Signature)

Vice President
(Title)

(Date)

By: Lee Jones
(Name)

(Signature)

Commissioner
(Title)

(Date)

Attest:

Catherine Smith
Monroe County Auditor

EXHIBIT A

SCOPE OF SERVICES

I. SCOPE OF SERVICES

DLZ shall be responsible for performing the following activities:

- A. DLZ will provide pickup field survey to confirm the existing survey provided by the CLIENT. The survey will be performed in conformance with the requirements of the *Indiana Department of Transportation Design Manual, Part 1, Chapter 106, Aerial/Ground Survey*, a copy of which is on file with DLZ and same is incorporated herein by reference and is made a part hereof. The pickup field survey to include:
 - 1. Verify and/or establish horizontal and vertical control throughout the project limits. Horizontal control will be based on the Indiana Geospatial Coordinate System (InGCS), Monroe zone. Vertical control will be based on the North American Vertical Datum of 1988 (NAVD88).
 - 2. Take check elevations on the centerline of the existing roadway at 200' intervals to verify the topographic data provided.
 - 3. Existing bridge details will be obtained, which will include low structure elevations, vertical clearances along each face denoting elevations at grade breaks, opening widths, and heights.
 - 4. Stream cross sections will be obtained at each face of the proposed bridge and at 300' upstream and downstream of the proposed bridge
 - 5. Locate wetland and Ordinary High Water mark delineation flags
 - 6. A location control route survey plat will be prepared for recordation in accordance with Title 865 I.A.C. 1-12 (Rule 12). This plat will provide the necessary alignment, section corner and other title information needed for the preparation of Right of Way Parcel Plats and Descriptions. The plat will display alignment monumentation and reference ties to those monuments as well as coordinate values for random control and alignment points. DLZ will record this plat in the Monroe County Recorder's Office.
- B. The Project, as described herein, shall consist of the replacement of the existing Mount Tabor Road Bridge over Bean Blossom Creek (Bridge No. 13). The bridge will be replaced on a new alignment, including approximately 500 feet of approach work north of the bridge and 1,200 feet south of the bridge. The proposed roadway cross section shall consist of two 11-foot lanes with a 4-foot usable shoulders. The roadway improvements are anticipated to raise the profile grade of Mount Tabor Road. The project is anticipated to impact approximately 400 feet along Bottom Road. The replacement of the bridge shall conform to the INDOT 3R standards for a bridge on a rural minor collector with a design speed of up to 35 mph. The proposed bridge is anticipated to consist of a 3 or 4 span bridge with a length of approximately 400 to 450 feet. The end bents will be pile supported integral end bents with 2:1 spill slopes. The interior piers will be solid shafted piers founded with spread footings on bedrock or piles. The proposed bridge cross section shall consist of two 11-foot lanes with a 4-foot west shoulder and a 12 to 15-foot wide shoulder along the east side of the bridge

for a clear roadway width of 38 to 41 feet. The shoulder along the east side of the bridge is being widened to accommodate sight distance issues with Bean Blossom Road.

- C. DLZ shall prepare Maintenance of Traffic plans for the Project based on maintaining traffic on the existing roadway while the new bridge and roadway along Mount Tabor Road are constructed. Bottom Road will be closed, and a detour provided during construction. The proposed route for Bottom Road will be coordinated with the CLIENT.
- D. DLZ shall prepare settlement mitigation plans for the south approach to the bridge from approximately Sta. 15+50 to Sta. 21+50 along Line "PR-A". It is anticipated that the settlement mitigation will consist of the installation of wick drains and settlement plates. Other options will be evaluated.
- E. DLZ shall prepare the design and plans for retaining walls along relocated Bottom Road. Two walls are anticipated with the following limits:
 - 1. Sta. 51+45 to Sta. 53+86, Line S-1-PR-A, average height of 8 feet
 - 2. Sta. 50+63 to Sta. 51+85, Line S-1-PR-A, average height of 14 feet

The proposed walls are anticipated to consist of MSE walls

- F. DLZ shall provide Project Management services including the following:
 - 1. DLZ shall manage the services described in Appendix "A" (Scope of Work) among the project team members. DLZ's project manager will be in charge of overall project management in addition to being the CLIENT's direct link to the design team for issues concerning administration and technical execution. The Project Manager will be responsible for coordinating the activities of all SUBCONSULTANTS and acting as liaison between professional and any outside agencies and/or groups. The Project Manager will also be responsible for maintaining schedule and budget.
 - 2. DLZ shall implement quality management and control procedures to verify that DLZ's work satisfies the project requirements. DLZ shall coordinate these procedures with any SUBCONSULTANT's for continuity of design standards and plans throughout the project limits.
 - 3. DLZ shall set up and hold meetings, when needed, in cooperation with the CLIENT, with Local Officials, Planning Agencies or Commissions, and Civic Organizations to determine the needs of the community, regarding the project and to have proper coordination with the local populace.
 - 4. DLZ shall manage and administer SUBCONSULTANT activities.
 - 5. DLZ shall prepare project status updates for the County on a monthly basis during active phases of the project.
- G. DLZ shall perform utility coordination services in accordance with Chapter 104 of the Indiana Design Manual (IDM) to confirm that the existing utilities will not hinder construction. If utilities are present that will hinder construction, DLZ will work with the utilities in the development of work plans to eliminate the utility conflict: The following steps will be taken:
 - 1. Contact will be made with all public utilities within the project limits
 - 2. Their facilities will be verified with what is shown in the topographic survey

3. Coordinate and attend a Preliminary Field Check meeting with all utilities, designers, and stakeholders to identify conflicts and develop resolutions
 4. Work plans will be developed by all utilities within the project limits
 5. If necessary, Agreements will be prepared if there is a reimbursable or subordination needed.
 6. Progress meetings will be held during utility relocation and as requested by the client.
 7. A utility certification will be prepared stating each utility and their proposed plan of relocation if needed.
- H. The current hydraulic modeling for the project was prepared in 2D. The IDNR requires stream modeling for bridges to be in one D format. As a result, DLZ shall update or recreate the HECRAS and perform a hydraulic and scour analysis for the Project in accordance with the requirements of the *Indiana Department of Transportation Design Manual, Part 2, Chapter 203, Hydraulics and Drainage Design*, a copy of which is on file with DLZ and same is incorporated herein by reference and is made a part hereof. The Hydraulic modeling will utilize the existing Flood Insurance Study model which is a HEC-RAS model. If required, DLZ shall design scour countermeasures for the Project in accordance with *Hydraulic Engineering Circular No. 18 – "Evaluating Scour at Bridges"*. In accordance with Design Memorandum No. 18-12 DLZ will be submitting hydraulics to INDOT for approval.
- I. DLZ shall inspect Bridge No. 13 for the presence of bats and evidence of bats using the structure and take photographs of bats observed and/or evidence of bats. DLZ will complete a structure assessment form to document the results of the assessment. DLZ will inform the Client of the results of the assessment. Identification of bat species observed, and development of exclusionary measures are not included in this Scope of Basic Services.
- J. DLZ shall prepare a Waters of the US Determination Report and Wetland Determination services for the CLIENT for the project. The Waters of the US Determination will be based on DLZ's best judgment based on the guidelines set forth by the US Army Corps of Engineers for determining the jurisdictional status of surface waters and wetlands. If wetlands are identified, a routine wetland delineation will be performed as an as needed service. The final determination of jurisdictional waters is ultimately made by the US Army Corps of Engineers. The service required for the Waters of the US Determination Report shall include:
1. Gather available secondary source data including, but not limited to, topographic and/or USGS quadrangle maps, National Wetland Inventory Maps, NRCS soil surveys, aerial photographs, and FEMA flood maps and various documents and maps that may be available from State, county or local public agencies.
 2. Perform an on-site reconnaissance to collect supplemental information about the general characteristics of identified drainage features and wetlands, including vegetation, soils and site hydrology. Review the collected data and determine whether the vegetation, soils and hydrology characteristics indicate the presence of jurisdictional wetland(s).
 3. Conduct field flagging of the ordinary high water mark (OHWM) of any potentially jurisdictional ditch/surface water for survey pick-up during the topographical survey.
 4. Prepare a brief report of the Waters of the US Determination findings, including a location map and study boundary shown on a site drawing or aerial photograph.
 5. Complete a Preliminary Jurisdictional Determination Form covering the project for inclusion in the report.

- K. DLZ shall perform Routine Wetland Delineation services, if wetlands are identified within the project area. All routine wetland delineation services shall be performed in accordance with the Corps of Engineers 1987 Wetland Delineation Manual (Department of the Army Technical Report Y-87-1). The results of the wetland delineation will be incorporated into the Waters of the US Determination Report described above.

The services to be provided for the Routine Wetland Delineation include:

1. Establish observation points for each representative aquatic and upland community by either the site traverse or transect techniques and collect vegetation, hydrology and soil data from each observation point for use in determining jurisdictional wetland locations and for delineating the wetland/upland boundaries. Paired data sheets will be prepared for each wetland identified describing typical wetland and upland conditions.
 2. Delineate wetland/upland boundaries and mark boundaries in the field by survey flagging tapes. DLZ will notify the Client when completed and will not be responsible for maintenance of the temporary flagging.
 3. Survey the delineated wetland/upland boundary and observation points using Differential Global Positioning System (DGPS) technology. If the tree canopy is too dense to perform DGPS then the observation points will be obtained using conventional ground-based survey as an Additional Service.
 4. Incorporate the delineation results and findings into the Waters of the US Determination Report, including a wetland delineation drawing/map showing the surveyed boundary. An appendix containing data sheets and photographs of the wetland areas will also be included.
 5. Review the findings with the Client.
 6. Conduct on-site delineation verification meeting with the US Army Corps of Engineers if needed
- L. DLZ shall perform all phases of the work described in this Agreement necessary to accomplish the complete design of the project in conformity with the policies and standards set forth in 23 CFR 625, and in conformity with the standards adopted by the American Association of State and Highway and Transportation Officials and approved by the Secretary of Transportation. The project will be designed in English units and shall be in accordance with the following documents (or as modified by any supplemental specifications and special provisions) in effect at the time the plans or reports are submitted:

A Policy on Geometric Design of Highways and Streets,
American Association of State Highway and Transportation Officials.

Roadside Design Guide,
American Association of State Highway and Transportation Officials.

AASHTO LRFD Bridge Design Specifications,
American Association of State Highway and Transportation Officials.

Standard Specifications,
Indiana Department of Transportation.

Road and Bridge Memoranda,
Indiana Department of Transportation.

Design Manual – Parts 1 through 5,
Indiana Department of Transportation.

Manual on Uniform Traffic Control Devices for Streets and Highways,
Federal Highway Administration.

- M. A complete geotechnical investigation and report was prepared for the original design of the project. DLZ will utilize the services of Patriot Engineering and Environmental, Inc. to:
 - 1. Review the proposed alignment and updated plans and drawings against the original geotechnical report and provide additional geotechnical analysis and recommendation based on the previously obtained data. Patriot will also perform engineering consultation, including answering questions and attending meetings, as well as provide and updated letter report with engineering analysis and recommendations.
 - 2. If the proposed project alignment or scope of the project changes significantly, Patriot will perform additional soil borings, laboratory testing and analysis.
- N. DLZ shall utilize County's Standard Pavement section for Collectors listed in Table 4-2 of "Manual for Construction Within and Adjacent to Monroe County Right-of-Way" for selection of the pavement design.
- O. DLZ shall prepare roadway signing design and plans for the Project. All signing plans will be in accordance with the Indiana MUTCD.
- P. DLZ shall prepare all plans and submissions as described below:
 - 1. DLZ shall prepare the Hydraulics Submittal.
 - 2. DLZ shall prepare a 30% Preliminary Plan Submission.
 - 3. Following approval of the 30% Preliminary Plan Submission, DLZ shall schedule and attend a Preliminary Field Check.
 - 4. After the Preliminary Field Check, DLZ shall prepare the 95% Plan Submission.
 - 5. After the Preliminary Field Check, DLZ shall proceed with Right of Way Engineering.
 - 6. After approval of the 95% Plan Submission, DLZ shall prepare the Final Tracings submission.
- Q. DLZ shall provide Right of Way engineering in accordance with the procedures and standards as indicated in the Indiana Department of Transportation (INDOT) Division of Land Acquisition Right of Way Engineering Procedures Manual including but not limited to the following:
 - 1. Order title abstracting for each parcel during the field survey and perform preliminary right of way engineering to determine existing property lines and right of way.
 - 2. Obtain update to title at the time of final right of way engineering, if required.
 - 3. Prepare a description for each parcel of right of way to be acquired.
 - 4. Prepare a plat for each parcel of permanent right of way to be acquired.
 - 5. Prepare Final Right of Way Plans, if required.
 - 6. Provide in the field a stake-out (one time) locating the new Right of Way line (including temporary and permanent Right of Way) for the partial takings included in all parcels. The stake-out shall be made using wooden hubs located at changes in bearing and other points necessary to show the location of the proposed Right of Way takings.

- R. DLZ shall perform right of way acquisition services in accordance with INDOT's and FHWA's procedures as outlined in the *Real Estate Division Manual by INDOT, August 2021*. The following activities will be performed:

1. RIGHT OF WAY EARLY ASSESSMENT (10 PARCELS)

DLZ shall provide Right of Way Early Assessment for each parcel to be acquired. Such activities may include development of probable right of way costs, determination of appraisal types, right of way evaluation for identification of land improvements, cost-to-cure items, severance damages and evaluation for minimization of project right of way impacts.

2. RIGHT OF WAY MANAGEMENT AND SUPERVISION (10 PARCELS)

DLZ shall be responsible for administering, scheduling, and coordinating activities necessary for the CLIENT to certify that the Right of Way has been acquired and is clear for construction letting. This responsibility shall include:

- a. Coordinating (one time only each) with the ROW DLZ, appraiser, review appraiser, buyer(s), and obtaining signature from the CLIENT on the Statement of Just Compensation form per parcel.
- b. Perform review of all the documents for accuracy and compliance with the CLIENT's requirements: Preparing weekly progress report and tracking spreadsheet for the CLIENT.

3. APPRAISAL PROBLEM ANALYSIS (10 PARCELS)

Monroe Owen Appraisal, Inc.

702 W. 17th Street, Bloomington, IN 47404

incorporated in Indiana shall hereinafter be referred to as the Review Appraiser.

- a. The Review Appraiser shall be a certified appraiser in the State of Indiana and on INDOT's Approved Appraisers/Review Appraisers List. The same individual may prepare the Appraisal Problem Analysis and may complete the Appraisal Review.
- b. The same individual will be precluded from completing the Appraisal and Appraisal Review on the same parcel per INDOT standards.
- c. The Appraisal Problem Analysis and Appraisal Review shall not be sublet, assigned, or otherwise performed by anyone other than the Review Appraiser.
- d. The Review Appraiser will prepare Appraisal Problem Analysis (APA) for each parcel. The Appraisal Problem Analysis (APA) is a concurrence between the CLIENT, the Appraiser and Review Appraiser concerning the appraisal problem and the first step in the appraisal process to define the appraisal problem, scope of work, and appraisal format involved to complete the assignment for the property to be acquired.
- e. The preparation of APA will include reviewing the latest Right of Way plans and plats for the parcels, checking the parcel packets for leases and other pertinent information that could have an effect on the appraisal problem and making a field inspection of the project area and the parcels to be estimated.
- f. The APA will include current photos of the subject property and approximate area of acquisition, aerial of the subject property, engineer's plat, area computation sheet and estimated setback of improvements on damaged properties. A Notice to Owner letter will be sent to all property owners on the project.

- g. The Review Appraiser shall examine the plans for this project, field inspect parcels herein designated and field inspect the comparable properties considered by the Appraiser.
- h. The review appraisals shall be sufficiently documented to meet the minimum standards set out in the Indiana Department of Transportation's Appraisal Handbook as approved by the Federal Highway Administration and shall be submitted on forms approved by the CLIENT and the Indiana Department of Transportation. The Review Appraiser shall follow accepted principles and techniques in evaluation of real property in accordance with state laws. Any review appraisal that does not meet such requirements shall be further documented without additional compensation to the Review Appraiser.
- i. The Review Appraiser shall consider all pertinent value information that is available.
- j. The Review Appraiser shall document all estimates of just compensation.
- k. The Review Appraiser may at any time prior to settlement adjust his estimate of just compensation on the basis of additional value information.
- l. The Review Appraiser shall examine the appraisal reports to determine that they:
 - (i) Are complete in accordance with the Indiana Department of Transportation's appraisal requirements.
 - (ii) Follow accepted appraisal principles and techniques in the valuation of real property in accordance with existing state law.
 - (iii) Contain or make reference to the information necessary to explain, substantiate, and thereby document the conclusions and estimates of value and/or just compensation contained therein.
 - (iv) Include consideration of compensable items, damages and benefits, and do not include compensation for items noncompensable under state law.
 - (v) Contain an identification or listing of the buildings, structures, and other improvements on the land as well as the fixtures which the appraiser considered to be part of the real property to be acquired.
 - (vi) Contain the estimate of just compensation for or resulting from the acquisition, and where appropriate, in the case of a partial acquisition, either in the report or in a separate statement, a reasonable allocation of the estimate of just compensation for the real property acquired and for damages to remaining real property.
- m. Prior to finalizing his estimate of just compensation, the Review Appraiser shall request and obtain corrections or revisions of appraisal in accordance with Indiana Department of Transportation's appraisal report specifications. These shall be documented and retained in the parcel file.
- n. The Review Appraiser may supplement an appraisal report with correction of minor mathematical errors where such errors do not affect the final value conclusion. He/she may also supplement the appraisal file where the following factual data has been omitted:
 - (i) Project and/or parcel number.
 - (ii) Owner's and/or tenant's names.
 - (iii) Parties to transaction, date of purchase and deed book reference on sale of subject property and comparables.
 - (iv) Statement that there were no sales of subject property in the past five years.
 - (v) Location, zoning, or present use of subject property or comparables.
- o. The Review Appraiser shall initial and date his/her corrections and/or factual data supplements to an appraisal report.
- p. The Review Appraiser shall place in the parcel file a signed and dated Certificate of Review Appraiser and Conclusion of fair market Value form (LPA-REV 27):

- (i) The estimate of just compensation including, where appropriate, the allocation of compensation for the real property acquired and for damages and/or special benefits to remaining real property, and an identification or listing of the buildings, structures and other improvements on the land as well as the fixtures which he/she considered to be a part of the real property to be acquired, if such allocation or listing differs from that of the appraisal(s).
- (ii) That as a part of the Appraisal Review there was or was not field inspection of the parcel to be acquired and the comparable sales applicable thereto. If a field inspection was not made, he/she shall state the reason(s).
- (iii) That he/she has no direct or indirect present or contemplated future personal interest in such property or in any monetary benefit from its acquisition.
- (iv) That his/her estimate has been reached independently, without collaboration or direction, and is based on appraisals and other factual data.
- (v) His/her value estimate of items compensable under state law but not eligible for federal reimbursement, if any.
- (vi) Prepare a Statement of the Basis for Just compensation for CLIENT's Signature.
- q. In estimating just compensation of the acquisition of real property, the Review Appraiser shall, to the greatest extent practicable under state law, disregard any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.
- r. The Review Appraiser shall conform to statutory and judicial determinations regarding non compensable items.
- s. The Review Appraiser agrees to updating reports for one year after the initial completion of the report and/or testifying in court on behalf of the CLIENT on any of the parcels described herein.
- t. All information contained in the Review Appraisal report and all parts thereof are to be treated as a privileged communication. The Review Appraiser shall take all necessary steps to ensure that neither he/she nor any member of this/her staff or organization divulges any information concerning the report except to a duly authorized representative of the CLIENT, the Indiana Department of Transportation or to officials of the Federal Highway Administration, until authorized in writing by the CLIENT to reveal the communication to another designated party.

4. APPRAISING (10 PARCELS)

First Appraisal Group, Inc.

1132 South Rogers Street, Bloomington, IN 47403

incorporated in Indiana shall be hereinafter be referred to as the Appraiser.

The Appraiser shall be a certified Appraiser in the State of Indiana and on INDOT's approved Appraisers list. The same individual will be precluded from completing the appraisal and review appraisal on the same parcel per INDOT standards.

- a. No work by the Appraiser shall be sublet, assigned or otherwise performed by anyone other than the Appraiser.
- b. The Appraiser shall examine the plans for this project and review in the field the various parcels herein designated.

- c. The Appraiser shall give the owner of each parcel to be appraised the opportunity to accompany the Appraiser during the inspection of the parcel.
- d. The appraisals shall be sufficiently documented to meet the minimum standards set out in the Indiana Department of Transportation's Appraisal Handbook as approved by the Federal Highway Administration. The Appraiser shall follow accepted principles and techniques in evaluation of real property in accordance with State Laws. Any appraisal that does not meet such requirements shall be further documented or re-appraised as the case may be without additional compensation to the Appraiser.
- e. The Appraiser shall document current sales data in the vicinity of the Project to establish a pattern of values. Each comparable property shall be identified by photograph and shall be located on county or township maps which shall be a part of the comparable sales docket.
- f. The Appraiser shall not give consideration to nor include in the appraisal any allowance for relocation assistance benefits.
- g. When an entire property is to be acquired, the estimate of just compensation shall be the fair market value of the property. Where only a part of a property is to be acquired, the estimate of just compensation shall be that amount arrived at in accordance with the laws governing just compensation applicable to the acquiring agency, including those laws governing compensable and noncompensable items and the treatment of general and special benefits. For either whole or partial acquisitions, the appraisal report shall show what in the appraiser's judgment is a reasonable allocation of the "before value" to the various land, building and other improvement components. For partial acquisitions, the appraisal report shall further show a similar allocation of the "after value".
- h. In estimating just compensation for the acquisition of real property, appraisal reports shall, to the greatest extent practicable under state law, disregard any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.
- i. Documentation of estimates of value (either the before, the after, or the acquisition value), of damages, and/or of special benefits shall be by the most applicable and appropriate means available. If support for the after value by the usual methods of market or income data or indications from severance damage studies is not feasible, the Appraiser shall so state and explain why it is not feasible. In such instances, the Appraiser must then fully explain the reasoning for the after-value estimate.
- j. The appraisal shall conform with statutory and judicial determinations regarding noncompensable items.
- k. The Appraiser's report shall be in writing and contain, as a minimum, the following:
 - (i) The purpose of the appraisal which includes a statement of value to be estimated and the rights of interests being appraised.
 - (ii) Identification of the property and its ownership, including at least a five-year delineation of title.
 - (iii) Statement of appropriate contingent and limiting conditions, if any.
 - (iv) An adequate description of the neighborhood, the property, the portion of the property or interest therein being acquired, and the remainder(s) if any.
 - (v) Identified photographs of the subject property including all principal above ground improvements or unusual features affecting the value of the property to be acquired or damaged.

- (vi) An identification or listing of the buildings, structures, and other improvements on the land as well as the fixtures which the Appraiser considered to be part of the real property to be acquired.
- (vii) The estimate of just compensation for or resulting from the acquisition. In the case of a partial acquisition, where appropriate, the Appraiser shall make a reasonable allocation of the estimate of just compensation for the real property to be acquired and for damages and/or special benefits to remaining real property.
- (viii) The date(s) on which and/or as of which, as appropriate, the just compensation is estimated. The date of value estimate must be the last day of inspection.
- (ix) The certification, signature, and date of signature of the Appraiser.
- (x) Other descriptive material (maps, charts, plans, photographs).
- (xi) The federal-aid project number and parcel identification.
- (xii) That the property owner was given the opportunity to accompany the Appraiser during the inspection of the property.
- (xiii) Appraisal reports shall be prepared in ink or typewritten, dated and signed by the individual making the appraisal prior to being submitted to a review appraiser.
- (xiv) Each appraisal report shall contain an appraiser's certification. A new certificate shall be prepared where there is a change in the appraisal report, which affects the estimate of just compensation or changes the date of valuation. An exception to including all requirements in each appraisal report is permitted where project data containing the same information has been developed to supplement the reports. In such instances, an appropriate reference to the information may be considered as equivalent to its inclusion in the appraisal report.
- (xv) The Appraiser agrees to furnish one original green copy and three copies of the appraisal report.
- (xvi) The Appraiser agrees to updating reports for one year after the initial completion of the report and/or testifying in court on behalf of the CLIENT on any of the parcels described herein.
- (xvii) All information contained in the appraisal report and all parts thereof are to be treated as a privileged communication. The Appraiser shall take all necessary steps to ensure that neither he/she nor any member of this/her staff or organization divulges any information concerning the report except to a duly authorized representative of the CLIENT, the Indiana Department of Transportation or to officials of the Federal Highway Administration, until authorized in writing by the CLIENT to reveal the communication to another designated party.

5. BUYING SERVICES (10 PARCELS)

DLZ Indiana, LLC

2211 E Jefferson Blvd., South Bend, IN 46615

a limited liability company registered in Indiana shall hereinafter be referred to as the Buyer.

- a. The Buyer shall be a licensed real estate broker in the State of Indiana and on INDOT's Approved Buyers list.
- b. No work by the Buyer shall be sublet, assigned or otherwise performed by anyone other than the Buyer.
- c. The Buyer shall make every reasonable effort to acquire expeditiously the parcels listed herein.

- d. The Buyer shall make a prompt offer to acquire each parcel for the full amount which has been established and approved as just compensation for the acquisition. The Uniform Land or Easement offer letter shall be given each parcel owner or sent by certified mail with return receipt requested.
- e. Upon initiation of buying, the Buyer shall provide the owner of real property to be acquired with a written statement of, and a summary of the basis for, the amount which has been established as just compensation for the proposed acquisition.
- f. The Buyer shall perform the services under this Agreement in compliance with the Indiana Department of Transportation's Buyers Procedure Manual in addition to the following regulations:
 - (i) Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make a personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
 - (ii) No later than the first contact where the offer is discussed, the Buyer shall provide the owner with the brochure "Acquisition; Acquiring Real Property for Federal and Federal-Aid Programs and Projects" describing the land acquisition process and the owner's rights, privileges and obligations.
 - (iii) The owner of improvements located on land being acquired for Right of Way should be offered the option of retaining those improvements at a retention value determined by the DLZ and approved by the CLIENT.
 - (iv) A revised offer and summary statement of just compensation shall be provided the owner if:
 - i. The extent of the taking is revised, or
 - ii. The approved estimate of just compensation is revised by the Review Appraiser.
- g. The Buyer shall maintain adequate records to include a report for each parcel containing but not limited to:
 - (i) The date, place, parties of interest contacted and summary of meeting.
 - (ii) Offer made.
 - (iii) Counteroffer or reasons offer was not accepted.
 - (iv) The report must be signed and dated by the Buyer, and initialed by the persons contacted, or if persons contacted object to initial, the buyer documenting objections accordingly.
- h. The property owner may be given a copy of the report on each contact.
- i. When attempts to buy are successful, a signed statement is to be prepared by the Buyer to the effect that:
 - (i) The written offer embodies all considerations agreed to by the property owner;
 - (ii) The Buyer has no direct or indirect present or contemplated future personal interest in the property or in any monetary benefit from the acquisition of the property; and,
 - (iii) The agreement was reached without coercion of any type.
- j. When attempts to buy are unsuccessful the Buyer shall record his/her recommendation for action for submittal to the CLIENT.
 - (i) The recommendation shall consider administrative settlement, including amount of settlement and reasons for a settlement.

- i. Otherwise, a condemnation report shall be completed by the Buyer and submitted accordingly.
- k. All information contained in the appraisal shall be treated as confidential. The Buyer is to take all steps to ensure that he/she does not divulge any of this information to anyone other than a duly authorized representative of the CLIENT, unless authorized in writing by the CLIENT to reveal the information to another designated party.
- l. The Buyer shall record all transfer documents after each parcel is acquired by the Buyer.

6. RELOCATION SERVICES (2 PARCELS)

Boomerang Ventures, LLC

411 E Northfield Dr # 426, Brownsburg, IN 46112

a limited liability company registered in Indiana shall hereinafter be referred to as the Relocation Agent.

- a. The Relocation Agent shall be on INDOT's Approved Relocation Specialist list.
 - b. No work by the Relocation Agent shall be sublet, assigned or otherwise performed by anyone other than the Relocation Agent.
 - c. The Relocation Agent shall make every reasonable effort to expeditiously complete relocation activities for parcels eligible for relocation benefits.
 - d. The Relocation Agent shall perform the services under this Agreement in compliance with the Indiana Department of Transportation's Relocation Procedures Manual in addition to the following regulations:
 - (i) Make all reasonable efforts to personally contact each owner or his designated representative and explain all relocation entitlements. When all efforts to make a personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
 - (ii) No later than the first contact where the relocation entitlements are discussed, the Relocation Agent shall provide the owner with the brochure "Relocation; Your Rights and Benefits as a Displaced Person Under the Federal Relocation Assistance Program" describing the relocation process and the owner's rights, privileges and obligations.
 - e. The Relocation Agent shall maintain adequate records to include a report for each parcel containing but not limited to:
 - (i) The date, time, and place of contact.
 - (ii) The parties of interest contacted.
 - (iii) A list of the Relocation entitlements explained.
 - (iv) The signature of the Relocation Agent and the person contacted on all applicable relocation forms. If persons contacted refuse to sign, this will be noted on all applicable forms
- S. Prepare the application and back-up documentation for the following permits:
- 1. Indiana Department of Natural Resources (IDNR) – "Approval for Construction in a Floodway".
 - 2. Indiana Department of Environmental Management (IDEM) – "401 Water Quality Certification".
 - 3. Army Corps of Engineers – "Individual Section 404 Permit".

4. Indiana Department of Environmental Management (IDEM) – "Construction Stormwater General Permit".

DLZ shall monitor the approval process and provide any additional information that may be required to secure permit(s).

- T. DLZ shall perform an inspection that will document the location, friability, condition and approximate quantity of suspect asbestos containing materials (ACM) for the bridge. The following basic asbestos inspection services will be performed:
 1. An Indiana Department of Environmental Management (IDEM) Accredited Asbestos Inspector will thoroughly inspect the structure and document the location, friability, condition, and the approximate quantity of suspect asbestos containing materials, using an Asbestos Inspection Log.
 2. Bulk samples obtained from identified suspect asbestos containing materials will be taken to a National Voluntary Laboratory Accreditation Program (NVLAP) approved laboratory for analysis using Polarized Light Microscopy (PLM) methods. Analysis will be performed in accordance with the U.S. EPA's Interim Method for the Determination of Asbestos in Bulk Insulation Samples, 40 CFR 763, Sub Part F, Appendix A, 1987. Analysis shall be completed within one (1) week of the date of sample receipt at the laboratory.
 3. Upon receipt of the laboratory results, DLZ will develop an inspection report documenting the results of the asbestos inspection.
- U. Upon completion and final approval of the work by CLIENT, DLZ shall deliver to the CLIENT the following, which shall become the property of the CLIENT:
 1. One Copy of final approved tracings of the contract plans drawn to a suitable scale on standard 36" x 24" sheets.
 2. One Set (copy) of all electronic survey field notes (Transit & Level Notes), section plats, and subdivision plats for all surveys DLZ has performed on the project. The field notes will be provided to the CLIENT via a computer diskette and a hard copy of electronic field survey data in ASCII format and an AUTO-CAD drawing of the topographic survey. A copy of any other supporting conventional survey data will also be provided in approved Engineer Field Book(s).
 3. One Set of Special Provisions for the Specifications.
 4. One Copy of the statement of the probable construction cost.
 5. One Copy of all design computations, indexed, paged and bound.
- V. DLZ shall attend the Pre-Construction Meeting.
- W. DLZ shall provide Bid phase services. Bid phase services shall include:
 1. Issue revisions as appropriate to interpret, clarify or expand the Bidding Documents that are not directly related to an error or omission from DLZ.
 2. Consult with the CLIENT concerning and determine the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contract is allowed by the Bidding Documents.
- X. DLZ shall provide design support to the Resident Project Engineer (Construction Phase Office Services), as required and as directed by the CLIENT:

1. DLZ will meet at the project site with the CLIENT or Resident Project Engineer, as required and as directed by the CLIENT, to assist in matters that may arise during the construction of the project for the duration of construction (assumed up to one (1) meeting per month for approximately 8 months duration or up to 40 hours).
2. DLZ will make his services available to the CLIENT during the construction of the work for the interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions arise.
3. DLZ shall review working (shop) drawings for conformance with the plan documents and preparation of responses to Requests for Information (RFI's) (up to 60 hours total). Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the contract. Reviews shall not constitute approval of safety precautions or, of any construction means, methods, techniques, sequences or procedures. Approval of specific item shall not indicate approval of an assembly of which the item is a component.
4. DLZ will provide post-letting utility coordination services, which shall include work in accordance with INDOT IDM Chapter 104.
5. DLZ Utility coordinator shall attend construction meetings as requested.
6. DLZ shall maintain weekly communication with utility companies until such time that their individual relocations are complete.
7. DLZ shall schedule and lead individual utility meetings, as required, to discuss specific issues that may arise during the relocation phase.

Detailed, exhaustive inspection is not the intent of the limited construction phase services provided under this agreement. The Contractor is totally responsible for compliance with the Contract Documents. DLZ shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. DLZ shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. DLZ shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

- Y. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in law, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond DLZ's control, shall require a change in work as provided by Section VI – General Provisions, Paragraph 6 titled "Change in Work".
- Z. In fulfillment of this Agreement, DLZ shall comply with the industry standards for this type of project.

II. ADDITIONAL SERVICES

If authorized in writing by the CLIENT, DLZ shall furnish or obtain from others Additional Services of the types listed in the following paragraphs. These services are not included as part of the basic services of DLZ except to the extent provided otherwise in Exhibit A, Section I. These Additional Services will be paid for by the CLIENT as indicated in Exhibit B.

- A. Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project except as specifically set out in Appendix "A" and Appendix "C".
- B. Providing renderings or models for CLIENT's use.
- C. Preparing documents for alternate bids requested by CLIENT for Contractor's work which is not executed or documents for out-of- sequence work.
- D. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing and assist CLIENT in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by CLIENT.
- E. Furnishing services of independent professional associates and consultants.
- F. Services during out-of-town travel required of DLZ other than visits to the site or CLIENT's office.
- G. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services. Preparation of revised bid documents for rebidding in the event that bids as received are rejected.
- H. Providing any type of property surveys and staking to enable contractor(s) to proceed with their work; and providing other special field surveys.
- I. Preparation of operating, maintenance and staffing manuals.
- J. Additional Services in connection with the project, including services which are to be furnished by CLIENT in accordance with Appendix "B" and services not otherwise provided for in this Agreement.
- K. Services to make measured drawings of or to investigate the accuracy of drawings or other information furnished by the CLIENT.
- L. Preparing design plans of temporary sheeting or shoring, as required.
- M. Design of roadway lighting.
- N. Preparation of a NEPA document for the project.
- O. Specialized environmental compliance and/or assessment services including, but not limited to: individual or programmatic Section 4(f) evaluations for involvement public parks, recreational areas, wildlife and waterfowl refuges, and/or historic sites; Environmental Justice Analysis; Section 6(f) Evaluation; wetland mitigation design and permitting; QHEI or HHEI stream assessments; Biological Assessment and consultation under Section 7 of the Endangered Species Act; aquatic or macroinvertebrate survey; Initial Site Assessment or Preliminary Site Investigation for hazardous substances and/or contamination; traffic noise studies; Air Quality analyses; Sole Source Aquifer groundwater assessment; historic property survey; and, archaeological investigation.

- P. Wetland Permitting.
- Q. Wetland Mitigation Design Plans.
- R. Wetland Mitigation Construction Inspection, Maintenance and Monitoring.
- S. Preparation of a Floristic Quality Assessment.
- T. Preparation of Threatened and Endangered Species Surveys.
- U. Providing other site investigations that may be required as a permit condition.
- V. Provide QHEI or HHEI stream assessments.
- W. Preparing asbestos abatement bid documents (specifications and/or drawings).
- X. Services resulting from significant changes in the general scope, extent or character of the Project or its design. This could include changes in size or complexity of the project, the CLIENT's schedule, character of construction, and method of financing.
- Y. Services resulting from revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, or documents.
- Z. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration or other legal or administrative proceeding involving the project if not the fault of DLZ.
- AA. Providing Construction Engineering, Construction Administration or Construction Observation Services.
- BB. Design and plans for staged construction.
- CC. Preparing design plans of retaining walls in excess of that noted in 1.E.
- DD. Preparation for and attendance at a Design Hearing or Public Meeting.

III. INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT:

The CLIENT shall furnish DLZ with the following:

- A. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to DLZ's services for the Project.
- B. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- C. Furnish all specifications and standard drawings applicable to the project and all criteria for design and details including, but not limited to, signage, highways, structures, grades, curves, sight distances, clear zones, clearances and design loadings.
- D. Assist DLZ by placing at DLZ's disposal all available information pertinent to the Project including, but not limited to, the following:
 - 1. Previous reports and any other data relative to design or construction of the project.
 - 2. Available data from the transportation planning process.
 - 3. Utility plans available to the CLIENT.
 - 4. All documentation previously developed for the project.

- E. Furnish to DLZ, as required for performance of DLZ's Basic Services (except to the extent provided otherwise in Appendix "A") the following:
 - 1. Data prepared by or services of others and appropriate professional interpretations of such.
 - 2. All written views pertinent to the location and environmental studies that are received by the CLIENT.
 - 3. Existing ambient air quality data available from State and Local Air Pollution Control Agency.
 - 4. Existing water quality data.
 - 5. Ambient noise measurements and computer noise analyses if deemed necessary.
 - 6. Traffic volumes, traffic assignments and projections.
 - 7. Accident data.
- F. Arrange for access to and make all provisions for DLZ and/or Subcontractors to enter upon public and private property as required to perform services under this Agreement.
- G. Furnish approvals and necessary permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Permit fees shall be paid by CLIENT at time of submission of said applications.
- H. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by DLZ, obtain advice of attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of DLZ.
- I. Furnish all legal services as may be required for the development of the project.
- J. Provide written approval of completed work phases as described in Appendix "A" of this Agreement. Accomplish reviews and provide written approvals in a timely manner.
- K. Furnish existing "As Built" bridge plans.
- L. Furnish, or direct DLZ to provide, Additional Services as stipulated in Exhibit A, Section II of this Agreement or other services as required.

IV. SCHEDULE

No work under this Contract shall be performed by DLZ until DLZ receives a written notice to proceed from the CLIENT.

All work by DLZ under this Contract shall be completed and delivered to the CLIENT for review and approval within the approximate time periods shown in the following submission schedule:

A. Field Survey

- 1. Complete pickup survey within 75 calendar days after receipt of the Notice to Proceed.

B. Bridge and Roadway Design and Plans

1. Hydraulics and Scour Submittal within 120 calendar days after receipt of the Notice to Proceed.
2. Preliminary Plan Submission within 90 calendar days after completion of the hydraulic analysis.
3. Preliminary Field Check Meeting within 30 calendar days after receipt from the CLIENT of approval of the Preliminary Plan Submission.
4. Final Plan Submission 180 days after Preliminary Field Check or 90 days prior to the letting date.
5. Final Tracings within 30 calendar days after receipt from the CLIENT of approval of the Final Plan Submission.

C. Geotechnical Investigation and Reports

1. Within 60 days after the Preliminary Field Check.

D. Right-of-Way Engineering

1. Title Abstracting within 30 calendar days after Preliminary Field Check or receipt of a Notice to Proceed with the Title Abstracting.
2. Final R/W engineering, plats and descriptions within 60 calendar days after receipt of Title Insurance.
3. Appraisal Problem Analysis within 30 calendar days after approval of the plats and legal descriptions.
4. Appraisals within 60 calendar days after authorization to proceed with appraising
5. Review Appraisals within 45 calendar days after receipt of the appraisals.
6. Buying and Relocation Services within 180 days after receipt of authorization to proceed with the Buying Services.

The approximate Letting date for this project is February 2025 based on a notice to proceed of February 2023.

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EXHIBIT B

COMPENSATION

A. Amount of Payment

1. DLZ shall receive as payment for the work performed under this Agreement the total fee not to exceed of \$785,375.00 unless a modification of agreement is approved in writing by the CLIENT.
2. DLZ will be paid for the work performed under Appendix "A" of this Agreement on an hourly rate plus reimbursable expenses in accordance with the rate schedule included as Exhibit 1. DLZ will be paid on the basis of actual hours of work performed by essential personnel exclusively on this Agreement at the employee classification hourly rate in accordance with DLZ's fee structure attached as Exhibit 1 to this Agreement and made an integral part hereof. The following is an estimate of the breakdown of cost by task:

	Description	Amount
	BASE DESIGN R/W ENGINEERING TASKS	
a.	Pickup Survey and Location Control Route Survey	\$18,700.00
b.	Waters Report	\$9,100.00
c.	Wetland Delineation, if required	\$3,300.00
d.	Bat Assessment	\$400.00
e.	Bridge Design and Plans	\$350,800.00
f.	Roadway Design and Plans	\$79,800.00
g.	Maintenance of Traffic Design and Plans	\$18,900.00
h.	Retaining Wall Design and Plans	\$16,500.00
i.	Soil Mitigation Design and Plans	\$18,500.00
j.	Bridge Hydraulic Analysis and Scour Analysis	\$12,400.00
k.	Project Management	\$21,400.00
l.	Geotechnical Review	\$7,100.00
m.	Geotechnical Investigation, if required	\$15,000.00
n.	Asbestos Inspection	\$1,700.00
o.	Permits (IDNR CIF, Corps 404, and IDEM 401)	\$8,400.00
p.	Erosion Control Plans and CSGP Permit	\$14,400.00
q.	Utility Coordination	\$12,800.00
	SUBTOTAL DESIGN TASKS	\$609,200.00
r.	R/W ENGINEERING AND APA TASKS	
s.	Right-of-Way Engineering (10 Parcels @ \$3,300/parcel)	\$33,000.00
t.	T & E Reports Updates (10 parcels @ \$100/parcel)	\$1,000.00
u.	Right-of-Way Staking (10 Parcels @ \$450/parcel)	\$4,500.00
v.	Right of Way Early Assessment (10 Parcels @ \$140/parcel)	\$1,400.00
w.	Appraisal Problem Analysis (10 Parcels @ \$260/parcel)*	\$2,600.00
x.	Appraisals (Est 3 Parcels @ \$2,000, 4 Parcels @ \$3,250 and 3 Parcels @ \$4,650)*	\$32,950.00

y.	Appraisal Review (Est 3 Parcels @ \$1,000, 4 Parcels @ \$1,575 and 3 Parcels @ \$2,225)*	\$15,975.00
z.	Buying (10 Parcels @ \$2,075/parcel)*	\$20,750.00
aa.	Buying Review (10 Parcels @ \$350/parcel)*	\$3,500.00
bb.	Right of Way Management (10 Parcels @ \$1,275/parcel)*	\$12,750.00
cc.	Relocation Services (2 Parcels @ \$4,100/parcel)*	\$8,200.00
dd.	Relocation Review (2 Parcels @ \$1,175/parcel)*	\$2,350.00
ee.	Acquisition Services Contingency, 10%	\$10,100.00
	SUBTOTAL R/W ENGINEERING AND APA TASKS	\$149,075.00
	CONSTRUCTION TASKS	
ff.	Pre-Con Meeting, Bid and Construction Phase Office Services, as required **	\$25,000.00
gg.	Post-Letting Utility Coordination, as required **	\$2,100.00
	SUBTOTAL CONSTRUCTION TASKS	\$27,100.00
	TOTAL BASE FEE	\$785,375.00

- * Unit prices shown are estimates only. Actual amounts to be invoiced will be in accordance with actual services provided based on the approved INDOT rate schedule effective at the time of performance of services and/or actual subconsultant's invoices. The final total amount of each task item shall not exceed the amount shown in the "cost" column for the task item without prior written approval by the CLIENT.

Toll telephone calls, printing, mailing, FAX costs required for the permits enumerated hereinabove will not be reimbursable expenses and the costs thereof are included in the itemized costs as shown herein in Appendix "D", Section 2.

The cost of permit application/regulatory fees will be considered as a reimbursable expense.

DLZ shall not be paid for any services performed by the CLIENT or not required to develop this project.

3. DLZ, with written approval from the CLIENT, may complete revisions and/or additional items relating to Right of Way Project Management, Appraisal, and Appraisal Review Services, at the INDOT established unit prices at the time work is completed utilizing funds designated as "contingency" shown in the table under Section A.2 of EXHIBIT "B".
4. DLZ shall receive as payment from the CLIENT for the Additional Services rendered under EXHIBIT "A" of this Agreement as follows:
 - a. For Additional Services of DLZ's principals and employees engaged on the project, except services to appear as a consultant or witness, on the basis of the employee classification hourly rate and all Reimbursable Expenses incurred in connection with all Additional Services in accordance with DLZ's fee structure attached as **Exhibit 1** to this Agreement and made an integral part hereof only after approval of a supplemental agreement between the CLIENT and DLZ.

- b. The hourly rates, which are attached as **Exhibit 1** and used as a basis for payment, mean salaries and wages (basic and incentive) paid to all DLZ's personnel engaged directly on the project, including, but not limited to, engineers, architects, surveyors, planners, designers, draftsmen, specification writers, estimators, other technical and business personnel, and include the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation and holiday pay, other group benefits, overhead expenses and profit.
- c. Reimbursable Expenses mean the actual expenses incurred by DLZ or DLZ's independent professional associates or consultants, directly or indirectly in connection with the project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids for proposals from Contractor(s), overnight mail, facsimile (FAX) transmittals, toll telephone calls and telegrams; reproduction of reports, drawings, specifications, bidding documents, and similar project related items in addition to those required under Appendix "A"; and, if authorized in advance by the CLIENT, overtime work requiring higher than regular rates.

B. Method of Payment for Design Services

- 1. DLZ may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the CLIENT. The invoice voucher shall represent the value, to the CLIENT, of the partially completed work as of the date of the invoice voucher. DLZ shall attach thereto a summary of each pay item in Section A.2 of this EXHIBIT, percentage completed and prior payments.
- 2. The CLIENT, for and in consideration of the rendering of the engineering services provided for in EXHIBIT "A", agrees to pay to DLZ for rendering such services in the following manner:
 - a. Upon completion of the geotechnical fieldwork, DLZ may submit a request for payment for the soils field work.
 - b. Upon completion of all services and final acceptance of the Geotechnical Report and the Geotechnical Profile Drawings by the CLIENT, DLZ may submit a request for payment for the services not previously paid for under (a) above.
- 3. The CLIENT, for and in consideration of the rendering of the engineering services provided for in EXHIBIT "A", agrees to pay to DLZ for rendering such services the fees established above in the following manner:
 - a. The amount invoiced based upon percent complete or the contract unit price, except that:
 - 1) 95% of field survey costs upon submission of the survey notes for review.
 - 2) 100% of field survey costs upon submission of the 30% plans and recording of the location control route survey plat.
 - 3) The maximum payment for bridge and road design and plans shall be in accordance with the following schedule:
 - a) Preliminary Plan Submission 55%

- b) Final Plan Submission 95%
 - c) Final Tracings 100%
- 4) The maximum payment for the material testing and geotechnical investigation shall be in accordance with the following schedule:
 - a) Field Investigation 80%
 - b) Final Report 100%
- 5) Payment for any item not otherwise set out herein shall be made based upon percentage of completion.
- 4. The CLIENT for and in consideration of the rendering of the engineering services provided for in EXHIBIT "A", agrees to pay DLZ for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by the CLIENT.
- 5. The CLIENT for and in consideration of the rendering of the additional services provided in EXHIBIT "A" agrees to pay DLZ for rendering such services the payments established above upon completion of the work thereunder and acceptance thereof by the CLIENT.
- 6. If design changes are required during construction due to design errors in the final plans or specifications, DLZ will make such necessary design changes without additional cost to the CLIENT. However, if design changes are required during construction which are occasioned by changed conditions or conditions which could not have been reasonably foreseen by DLZ prior to construction, DLZ will be paid for such modifications on the basis of actual hours of work performed by essential personnel exclusively on this contract at the employee hourly rate in accordance with DLZ's fee structure attached as EXHIBIT 1 to this Agreement.
- 7. If CLIENT fails to make any payment due DLZ for services and expenses within thirty (30) days after receipt of DLZ's statement therefore, the amounts due DLZ shall be increased at the rate of 1% per month from said thirtieth day, and in addition, DLZ may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until DLZ has been paid in full all amounts due for services, expenses and changes.
- 8. In the event of a substantial change in scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Section 8 of this Agreement.

(The remainder of this page intentionally left blank)

EXHIBIT C

DLZ'S STANDARD TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT:** Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.
2. **CONSTRUCTION SERVICES:** If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.
3. **CHANGES IN REQUIREMENTS:** In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.
4. **SURVEY STAKING:** If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.
5. **MISCELLANEOUS EXPENSES:** Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.
6. **CHANGE OF SCOPE:** DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.
7. **SAFETY:** DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.
8. **REUSE OF PROJECT DELIVERABLES:** CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, will be at CLIENT's sole risk.
9. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.
10. **INSURANCE:** During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability- \$1,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$2,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.
11. **INDEMNITY:** To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.
12. **CONSEQUENTIAL DAMAGES:** Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.
13. **LIABILITY:** No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.
14. **DISPUTES:** Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.
15. **STATUTE OF LIMITATIONS:** The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.
16. **DELAYS:** DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.
17. **SHOP DRAWINGS:** If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.
18. **ACCEPTANCE:** Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.
19. **STANDARD OF CARE:** DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.

EXHIBIT 1
DLZ HOURLY BILLING RATES
2023

Activity Code	CLASSIFICATION	2023 AVERAGE HOURLY LABOR RATE	2023 AVERAGE HOURLY LABOR RATE TIMES OVERHEAD @ 165.59%	2023 AVERAGE HOURLY LABOR RATE + OH	2023 AVERAGE HOURLY LABOR RATE x PROFIT @ 15.00%	2023 AVERAGE HOURLY LABOR RATE TIMES COST OF MONEY @ 0.58%	2023 HOURLY BILLING RATE thru 6/30/2024
1A/1	Principal / Officer **	\$ 75.69	\$ 125.34	\$ 201.03	\$ 30.15	\$ 0.44	\$ 231.62
49D	Director **	\$ 75.69	\$ 125.34	\$ 201.03	\$ 30.15	\$ 0.44	\$ 231.62
49	Division Manager	\$ 74.49	\$ 123.35	\$ 197.85	\$ 29.68	\$ 0.43	\$ 227.95
50	Department Manager	\$ 68.89	\$ 114.07	\$ 182.95	\$ 27.44	\$ 0.40	\$ 210.80
237	Group Manager	\$ 59.33	\$ 98.24	\$ 157.56	\$ 23.63	\$ 0.34	\$ 181.54
80	Sr. Project Manager	\$ 68.11	\$ 112.78	\$ 180.89	\$ 27.13	\$ 0.40	\$ 208.42
208	Sr Project Manager PT	\$ 68.25	\$ 113.02	\$ 181.27	\$ 27.19	\$ 0.40	\$ 208.86
207	Project Manager III	\$ 59.80	\$ 99.02	\$ 158.82	\$ 23.82	\$ 0.35	\$ 182.99
217A	Project Manager II PT	\$ 64.25	\$ 106.39	\$ 170.64	\$ 25.60	\$ 0.37	\$ 196.61
217	Project Manager II	\$ 60.80	\$ 100.68	\$ 161.48	\$ 24.22	\$ 0.35	\$ 186.05
216	Project Manager I	\$ 55.17	\$ 91.35	\$ 146.52	\$ 21.98	\$ 0.32	\$ 168.82
209	Project Manager PT	\$ 67.48	\$ 111.75	\$ 179.23	\$ 26.88	\$ 0.39	\$ 206.50
21	Project Manager	\$ 46.15	\$ 76.43	\$ 122.58	\$ 18.39	\$ 0.27	\$ 141.24
145A	Resident Project Engineer	\$ 57.30	\$ 94.88	\$ 152.18	\$ 22.83	\$ 0.33	\$ 175.34
564	Architect IV	\$ 51.32	\$ 84.98	\$ 136.29	\$ 20.44	\$ 0.30	\$ 157.03
58	Architect III	\$ 42.50	\$ 70.38	\$ 112.88	\$ 16.93	\$ 0.25	\$ 130.05
570	Architectural Associate II	\$ 48.45	\$ 80.23	\$ 128.68	\$ 19.30	\$ 0.28	\$ 148.26
569	Architectural Associate I	\$ 32.82	\$ 54.34	\$ 87.16	\$ 13.07	\$ 0.19	\$ 100.42
482	Landscape Architect II	\$ 33.80	\$ 55.97	\$ 89.77	\$ 13.47	\$ 0.20	\$ 103.43
483	Landscape Architect I	\$ 35.30	\$ 58.45	\$ 93.75	\$ 14.06	\$ 0.20	\$ 108.02
559	Structural Engineer V **	\$ 75.69	\$ 125.34	\$ 201.03	\$ 30.15	\$ 0.44	\$ 231.62
558	Structural Engineer IV	\$ 64.26	\$ 106.41	\$ 170.67	\$ 25.60	\$ 0.37	\$ 196.65
553	Structural Engineer III	\$ 45.00	\$ 74.52	\$ 119.52	\$ 17.93	\$ 0.26	\$ 137.70
552	Structural Engineer II	\$ 40.20	\$ 66.57	\$ 106.77	\$ 16.02	\$ 0.23	\$ 123.02
551	Structural Engineer I	\$ 36.69	\$ 60.75	\$ 97.44	\$ 14.62	\$ 0.21	\$ 112.27
313E	Civil Engineer VI	\$ 56.45	\$ 93.48	\$ 149.93	\$ 22.49	\$ 0.33	\$ 172.74
313D	Civil Engineer V	\$ 66.15	\$ 109.54	\$ 175.69	\$ 26.35	\$ 0.38	\$ 202.42
313C	Civil Engineer IV	\$ 55.01	\$ 91.10	\$ 146.11	\$ 21.92	\$ 0.32	\$ 168.34
313A	Civil Engineer III	\$ 46.86	\$ 77.60	\$ 124.46	\$ 18.67	\$ 0.27	\$ 143.40
313B	Civil Engineer II	\$ 39.37	\$ 65.20	\$ 104.57	\$ 15.69	\$ 0.23	\$ 120.49
313	Civil Engineer I	\$ 33.36	\$ 55.25	\$ 88.61	\$ 13.29	\$ 0.19	\$ 102.09
214	Surveyor V	\$ 52.05	\$ 86.19	\$ 138.24	\$ 20.74	\$ 0.30	\$ 159.28
218	Surveyor III	\$ 48.55	\$ 80.39	\$ 128.94	\$ 19.34	\$ 0.28	\$ 148.57
31	Surveyor	\$ 43.05	\$ 71.29	\$ 114.34	\$ 17.15	\$ 0.25	\$ 131.74
4	Survey Coordinator	\$ 47.00	\$ 77.83	\$ 124.83	\$ 18.72	\$ 0.27	\$ 143.82
A4	Survey Apprentice Trainee 1	\$ 19.59	\$ 32.43	\$ 52.02	\$ 7.80	\$ 0.11	\$ 59.94
94	Survey/Mapping Assistant	\$ 27.35	\$ 45.29	\$ 72.64	\$ 10.90	\$ 0.16	\$ 83.69
127	Party Chief / Foreman / Journeyman	\$ 45.31	\$ 75.04	\$ 120.35	\$ 18.05	\$ 0.26	\$ 138.67
248	Instrument Person	\$ 39.67	\$ 65.69	\$ 105.37	\$ 15.81	\$ 0.23	\$ 121.40
13	Rodman	\$ 31.50	\$ 52.16	\$ 83.66	\$ 12.55	\$ 0.18	\$ 96.39
238	Right of Way Agent II	\$ 29.15	\$ 48.27	\$ 77.42	\$ 11.61	\$ 0.17	\$ 89.20
349	Mechanical Engineer IV	\$ 66.80	\$ 110.61	\$ 177.41	\$ 26.61	\$ 0.39	\$ 204.41
326	Mechanical Engineer III	\$ 44.15	\$ 73.11	\$ 117.26	\$ 17.59	\$ 0.26	\$ 135.10
327	Mechanical Engineer II	\$ 40.66	\$ 67.33	\$ 107.99	\$ 16.20	\$ 0.24	\$ 124.42
337	Mechanical Engineer I	\$ 34.00	\$ 56.30	\$ 90.30	\$ 13.55	\$ 0.20	\$ 104.04
322	Electrical Engineer III	\$ 40.55	\$ 67.15	\$ 107.70	\$ 16.15	\$ 0.24	\$ 124.09
338	Electrical Engineer II	\$ 46.83	\$ 77.54	\$ 124.36	\$ 18.65	\$ 0.27	\$ 143.29
323	Electrical Engineer I	\$ 37.96	\$ 62.86	\$ 100.82	\$ 15.12	\$ 0.22	\$ 116.17
126	Construction Observer Mgr / Op Lv E/F	\$ 44.03	\$ 72.91	\$ 116.94	\$ 17.54	\$ 0.26	\$ 134.74
152	Construction Observer / Op Lv B/C/D	\$ 33.72	\$ 55.84	\$ 89.56	\$ 13.43	\$ 0.20	\$ 103.19
476	Designer V	\$ 57.80	\$ 95.71	\$ 153.51	\$ 23.03	\$ 0.34	\$ 176.87
474	Designer IV	\$ 44.20	\$ 73.20	\$ 117.40	\$ 17.61	\$ 0.26	\$ 135.27
473	Designer III	\$ 40.11	\$ 66.42	\$ 106.53	\$ 15.98	\$ 0.23	\$ 122.74
472	Designer II	\$ 37.59	\$ 62.25	\$ 99.84	\$ 14.98	\$ 0.22	\$ 115.03
28	Designer I	\$ 27.00	\$ 44.71	\$ 71.71	\$ 10.76	\$ 0.16	\$ 82.62
544	Technician IV	\$ 27.70	\$ 45.87	\$ 73.57	\$ 11.04	\$ 0.16	\$ 84.76
543	Technician III	\$ 27.45	\$ 45.45	\$ 72.90	\$ 10.94	\$ 0.16	\$ 84.00
29	Technician I	\$ 21.70	\$ 35.93	\$ 57.63	\$ 8.64	\$ 0.13	\$ 66.40
61M2	Materials Testing Tech 2nd Apprent	\$ 35.19	\$ 58.27	\$ 93.46	\$ 14.02	\$ 0.20	\$ 107.68
61M	Materials Testing Tech 1st Apprent	\$ 23.56	\$ 39.01	\$ 62.57	\$ 9.39	\$ 0.14	\$ 72.10
430	Office Services / Project Controls Specialist	\$ 31.03	\$ 51.38	\$ 82.41	\$ 12.36	\$ 0.18	\$ 94.95
43	Clerical I/II / Receptionist / Office Clerk	\$ 21.03	\$ 34.82	\$ 55.85	\$ 8.38	\$ 0.12	\$ 64.35
06	College Interns	\$ 20.09	\$ 33.26	\$ 53.34	\$ 8.00	\$ 0.12	\$ 61.46
A9	Apprentice 3	\$ 33.15	\$ 54.89	\$ 88.04	\$ 13.21	\$ 0.19	\$ 101.44
A8	Apprentice 2	\$ 24.30	\$ 40.24	\$ 64.54	\$ 9.68	\$ 0.14	\$ 74.36



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda: Vendor #

Executive Summary:

A contractor can elect to enact the PG Binder Material payment adjustment for a project through INDOT. This election can also help keep inflation costs lower in the bid estimates. This election can come out to be a negative or a positive for the contractor. In this case, it came out to be in the contractor's favor to seek this adjustment when the project began. The amount is a participating cost that will be reimbursed 80% from INDOT, (\$33,013.90).

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Curry Pike, Woodyard Road, Smith Pike"/>	<input type="text" value="8164"/>	<input type="text" value="\$41,267.38"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency

INDOT

Federal Program

Transportation

CFDA#

20.205

Federal Award Number and Year (or other ID)

FY2022

Pass Through Entity:

Des #1700733

Request completed by:

Lisa Ridge

This document is to be submitted no later than the Friday at noon prior to the requested meeting date.

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -40292

AE:Wren, Rachel

Letting Date:04/07/2021

PE/S:Stevens, Mark

Status:Draft

Change Order Information

Date Generated: 02/09/2023

Change Order No.: 001

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: PAYMENT ADJUST, Material Related

Description: Payment Adjustment PG Asphalt Binder

Original Contract Amount \$ 2,766,674.00

Current Change Order Amount \$ 41,267.38

Percent: 1.492 %

Total Previous Approved Changes \$ 0.00

Percent: 0.000 %

Total Change To-Date \$ 41,267.38

Percent: 1.492 %

Modified Contract Amount \$ 2,807,941.38

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE:_____ DCE:_____ SCE:_____ * DDCM:_____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by_____ Date Issued_____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager_____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required? Date to PM_____ Date Returned_____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by_____ Date_____

If N,Resolution: Approved _____ Disapproved _____

Resolved by_____ Date_____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA_____ Date Returned_____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:R -40292
Change Order No:001

INDIANA
Department of Transportation

Date:02/20/2023
Page: 3

Contract: R -40292
Project: 1700733 - State:170073300LC5
Change Order Nbr: 001
Change Order Description: Payment Adjustment PG Asphalt Binder
Reason Code: PAYMENT ADJUST, Material Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0008	1700733	0008	109-09489	DOL	1.000	41267.380	C	Amount:\$ 41,267.38

Item Description: PAYMENT ADJUSTMENT PG ASPHALT BINDER

Supplemental Description1:

Supplemental Description2:

Total Value for Change Order 001 = \$ 41,267.38

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

This Change Order reflects State Spec 109.05.3, PG Asphalt Binder Material Cost Adjustments, for the months of May thru October, 2022. The documents reflecting the monthly adjustments are attached to this CO. The first 2000 tons have been deducted according to Construction Memorandum 22-07. A contract time adjustment is not required for this change. Summarization of Results; May is 977.4 tons at 0 dollars. June is 994.43 tons at 0 dollars. July is 667.85 tons at 7171.98 dollars. August is 1388.78 tons at 12864.40 dollars. September is 1643.36 tons at 16475.83 dollars. October is 950.97 tons at 4755.17 dollars. Totals are 13794.77 tons minus 2000 tons equals 11794.77 tons at 41267.38 dollars.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: Digitally signed by Dwight Cline
DN: cn=Dwight Cline, email=Dwight.Cline@indiana.gov, o=Indiana Department of Transportation, ou=Indiana Department of Transportation, cn=Dwight Cline
Date: 2023.02.20 18:12:22-0500  Dwight Cline

Signed By: Dwight Cline

Date: 2/20/23

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -40292
Change Order No:001

INDIANA
Department of Transportation

Date:02/20/2023
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

_____ (SIGNATURE)	_____ (TITLE)	_____ (DATE)
_____ (SIGNATURE)	_____ (TITLE)	_____ (DATE)

SUBMITTED FOR CONSIDERATION

PE/S Mark Stevens

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

Approval Level	Name of Approver	Date	Status
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Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/08/23

Formal ☒

Work session ☐

Department Highway

Title to appear on Agenda: Ordinance 2023-09 To Amend the following ordinances: Yield 86-12, Stop 86-06, No Trucks 89-01

Vendor #

Executive Summary:

Amend Ordinance 86-12 to delete the following yield locations: Middle Court for Village Drive, Village Drive for Doyle Avenue, Hickory Drive for Doyle Avenue, Bottom Road EB for Simpson Chapel/Bottom Road, and Simpson Chapel Road SB for Simpson Chapel Road NB.

Amend Ordinance 86-06 to add the following stop locations: Hickory Drive for Belle Avenue, Middle Court for Village Drive, Village Drive for Doyle Avenue, Hickory Drive for Doyle Avenue, NB Bottom Road for Simpson Chapel/Bottom Road, and SB Simpson Chapel Road for Simpson Chapel/Sample Road.

Amend Ordinance 86-06 to delete the following stop locations: Simpson Chapel Road for Bottom Road, Sample Road NB for Simpson Chapel Road, Simpson Chapel Road EB for Sample Road, Simpson Chapel Road WB for Simpson Chapel Road EB.

Amend Ordinance 89-01 to add the following No Trucks location: Woodyard Road (between Curry Pike and Vernal Pike).

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter: Lisa Ridge

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed: Baker, Lee

An ordinance to amend various traffic ordinances listed below in the Monroe County Code.

SECTION I

An ordinance to amend Ordinance 86-12 regarding regulatory yield conditions for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, BLOOMINGTON, INDIANA, AS FOLLOWS:

Appendix A of Ordinance 86-12 is amended by the **deletion** of the following **yield** location:

- **Middle Court for Village Drive**
- **Village Drive for Doyle Avenue**
- **Hickory Drive for Doyle Avenue**
- **Bottom Road EB for Simpson Chapel/Bottom Road**
- **Simpson Chapel Road SB for Simpson Chapel Road NB**

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

SECTION II

An ordinance to amend Ordinance 86-06 regarding regulatory stop conditions for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, BLOOMINGTON, INDIANA, AS FOLLOWS:

That Appendix A of Ordinance 86-06 is amended by the **addition** of the following **stop** location:

- **Hickory Drive for Belle Avenue**
- **Middle Court for Village Drive**
- **Village Drive for Doyle Avenue**
- **Hickory Drive for Doyle Avenue**
- **NB Bottom Road for Simpson Chapel/Bottom Road**
- **SB Simpson Chapel Road for Simpson Chapel/Sample Road**

That Appendix A of Ordinance 86-06 is amended by the **deletion** of the following **stop** location:

- **Simpson Chapel Road for Bottom Road**
- **Sample Road NB for Simpson Chapel Road**
- **Simpson Chapel Road EB for Sample Road**
- **Simpson Chapel Road WB for Simpson Chapel Road EB**

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

SECTION III

An ordinance to amend Ordinance 89-01, regarding regulatory conditions for truck semitrailer combination type traffic on designated roads and streets, in Monroe County, Indiana.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, BLOOMINGTON, INDIANA, AS FOLLOWS:

That Section 2 of Ordinance 89-01 is amended by the **addition** of the following **No Trucks** location:

- **Woodyard Road (between Curry Pike and Vernal Pike)**

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

Passed and adopted by the Board of Commissioners of Monroe County, on this 8th day of March 2023.

BOARD OF COMMISSIONERS

"YES" VOTES (AYES)

"NO" VOTES (NAYS)

PENNY GITHENS
PRESIDENT

PENNY GITHENS
PRESIDENT

JULIE THOMAS
VICE PRESIDENT

JULIE THOMAS
VICE PRESIDENT

LEE JONES

LEE JONES

ATTEST:

CATHERINE SMITH
MONROE COUNTY AUDITOR

CERTIFICATION OF PUBLICATION AND EFFECTIVE DATE

I hereby certify that the publication requirements of IC 36-2-4-8(b) have been fulfilled by the publication of this ordinance, after adoption by the Board of Commissioners, in the Herald Times (Bloomington) and the Hoosier Times (Bedford) on _____ and _____. Thus, the effective date of the ordinance is _____, Catherine Smith, Monroe County Auditor.