



**MONROE COUNTY BOARD OF COMMISSIONERS'**  
**WORK SESSION AGENDA**  
**October 11, 2023**  
**Nat U. Hill Meeting Room - 3<sup>rd</sup> Floor, Courthouse and Zoom Connection**

**1. VET ENVIRONMENTAL ENGINEERING**

The County is working with the Indiana Recovery Alliance (IRA), both as a funder and a pass through entity for a State Grant, to improve SUD services in the Community. One component of this process is for a property to support the programming. The Phase 1 study conducted expressed the need for additional study. This agreement is to conduct that additional study.



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

10/11/23

Formal ☐

Work session ☒

Department

Commissioners

Title to appear on Agenda:

Agreement with VET Engineering for Phase 2 evaluation.

Vendor #

### Executive Summary:

The County is working with the Indiana Recovery Alliance (IRA), both as a funder and a pass through entity for a State Grant, to improve SUD services in the Community. One component of this process is for a property to support the programming. The Phase 1 study conducted expressed the need for additional study. This agreement is to conduct that additional study.

Fund Name(s):

TBD

Fund Number(s):

TBD

Amount(s)

Not to exceed  
\$5,529.35

Presenter:

Jeff Cockerill

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:

Cockerill, Jeff



## VET ENVIRONMENTAL ENGINEERING, LLC

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2335 West Fountain Drive, Bloomington, IN 47404

Phone: (812) 822-0400 Fax: (812) 650-3892

Email: [info@vet-env.com](mailto:info@vet-env.com)

September 18, 2023

Mr. Jeff Cockerill  
Monroe County Board of Commissioners  
100 West Kirkwood Avenue  
Bloomington, Indiana 47401

Dear Mr. Cockerill:

**RE: Proposal for Environmental Consulting Services  
Phase II Environmental Site Investigation  
1710 West Third Street  
Bloomington, Indiana 47404**

VET Environmental Engineering, LLC (VET) appreciates the opportunity to submit this proposal on behalf of Mr. Jeff Cockerill of the Monroe County Board of Commissioners (Client). We look forward to working with you in the future and hope that our proposal will meet your needs and budget. VET will perform a Phase II Environmental Site Investigation at 1710 West Third Street, Bloomington, Indiana (Site). The Site is composed of one parcel of land approximately 0.70 acres in area (Parcel #53-05-31-400-020.000-005). A Phase I Environmental Site Assessment (PI-2023) was conducted by VET in September 2023. The PI-2023 identified the following Recognized Environmental Condition (REC) and de minimis condition, respectively, at the Site.

- 1. The possibility of historic releases of automotive fluids coupled with evidence of unknown storage to include a pile of unidentifiable material on the northwestern corner of the Subject Property associated with the property adjacent to the east constitutes an REC and warrants further investigation.*
- 2. The presence of discarded treated wood and concrete parking curbs was observed at the Subject Property.*

*"Consulting that makes sense."*

**Tasks to be performed for Client:**

VET will provide environmental consulting services at the Site as necessary to address the REC listed above. The scope of the Phase II investigation at the Site will include soil sampling from test trenches excavated at the Site. VET proposes to excavate up to two test trenches utilizing a mini-excavator or similar equipment. VET will excavate a test trench on the northwestern portion of the Site. VET will select a second test trench location based on on-Site observations and field screening during investigative activities.

VET personnel will conduct field screening of the test trenches utilizing a photoionization detector (PID) and a flame ionization detector (FID). Field screening techniques are commonly used to detect the presence of contaminants, specifically volatile organic compounds (VOCs). Elevated PID and/or FID readings may indicate the presence of impacted soils.

VET will collect a soil sample from the worst-case scenario location from each test trench based on field screening readings, and visual and olfactory signs of contamination, if any. Soil samples will be submitted for analysis of VOCs, polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), and Resource Conservation and Recovery Act (RCRA) 8 Metals. VET will prepare and deliver a report detailing investigative methodology, field observations, analytical results, and VET's recommendations.

**Proposed fee schedule for Client:**

Item	Cost
Phase II Environmental Site Investigation	\$5,529.35
<i>Other consulting services and applicable travel costs, including mileage, will be billed on a case-by-case basis in accordance with 2023 hourly rates (below)</i>	

Environmental consulting work will be billed on a time and materials basis not to exceed **\$5,529.35**. Please note that any work completed by VET at the request of the Client that does not fall within the referenced scope will be billed according to VET's 2023 hourly rates, included below, in addition to the proposed services as "Out of Scope Work".

**VET Standard Rates 2023**

Principal Engineer	\$136/hour
Registered Professional Engineer	\$121/hour
Operations Manager	\$104/hour
Senior Project Manager	\$98/hour
Licensed Professional Geologist	\$97/hour
Project Manager	\$96/hour
Senior Environmental Scientist	\$96/hour
Graduate Engineer	\$92/hour
Graduate Geologist	\$87/hour
Staff Project	\$87/hour
Environmental Scientist	\$80/hour
Ecologist	\$77/hour
Senior Environmental Technician	\$77/hour
Environmental Technician	\$69/hour
GIS Analyst	\$67/hour
Clerical	\$56/hour
Mileage	\$0.70/mile
Outside Services and Expenses	Cost plus 15%

VET will provide the Client with copies of all completed work material. We will produce the best product we are capable of while striving to be as cost-effective as possible. Thank you for this opportunity. If you have questions or comments regarding anything contained in this proposal, please do not hesitate to call the office at (812) 822-0400. If you are comfortable with the proposal as it stands, please sign the attached consulting agreement and return it to: [rene@vet-env.com](mailto:rene@vet-env.com).

Respectfully,



Sara R. Hamidovic, MS, PE, CHMM, CPESC  
President/CEO, Principal Engineer

Task 1. Phase II Environmental Site Investigation						
Activity	Note	Units	Type		Unit Cost	Total Cost
Field Work						
Field Work	Principal Engineer	6	hours	@	\$136.00	\$816.00
	Environmental Scientist	6	hours	@	\$80.00	\$480.00
Field Equipment	GPS	1	day	@	\$150.00	\$150.00
	Hand Tools	1	day	@	\$50.00	\$50.00
	Minirae 3000 PID	1	day	@	\$150.00	\$150.00
	FID	1	day	@	\$400.00	\$400.00
	Decontamination Kit	1	day	@	\$10.00	\$10.00
	Ice - Sample Preservation	6	bags	@	\$8.00	\$48.00
	Daily Field Expense	1	day	@	\$50.00	\$50.00
	Mileage	10	miles	@	\$0.70	\$7.00
	Excavation Subcontractor	1	day	@	\$1,400.00	\$1,400.00
Subtotal						\$3,561.00
Laboratory Expenses						
Analysis	PAHs - 2 Samples	2	each	@	\$94.88	\$189.75
	PCBs - 2 Samples	2	each	@	\$63.25	\$126.50
	RCRA 8 Metals - 2 Samples	2	each	@	\$80.50	\$161.00
	VOCs - 2 Samples	2	each	@	\$88.55	\$177.10
Laboratory Analytical (Level IV)		1	each	@	\$90.00	\$90.00
Subtotal						\$744.35
Reporting						
Reporting	Principal Engineer	2	hours	@	\$135.00	\$270.00
	Senior Project Manager	1	hour	@	\$98.00	\$98.00
	Environmental Scientist	5	hours	@	\$80.00	\$400.00
	Environmental Technician	2	hours	@	\$69.00	\$138.00
	GIS Analyst	4	hours	@	\$67.00	\$268.00
Office Expenses		1	each	@	\$50.00	\$50.00
Subtotal						\$1,224.00
Grand Total						\$5,529.35

## CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED

This Agreement is between VET Environmental Engineering, LLC an Indiana corporation, with office at 2335 West Fountain Drive, Bloomington, Indiana 47404 and Mr. Jeff Cockerill, Monroe County Board of Commissioners with office at 100 West Kirkwood Avenue, Bloomington, Indiana 47401 ("CLIENT").

1. VET Environmental Engineering, LLC agrees to perform the services described in the PROPOSAL dated September 18, 2023 including attachments and amendments ("SERVICES").
2. CLIENT authorizes VET Environmental Engineering, LLC to perform these SERVICES for the following project and location: Phase II Environmental Site Investigation, 1710 West Third Street, Bloomington, Indiana 47404.
3. VET Environmental Engineering, LLC is willing to perform the SERVICES in exchange for the following fee (check and complete):

\_\_\_\_ CLIENT will pay on a **time and material** basis. VET Environmental Engineering, LLC will invoice according to the attached Fee Schedule.

\_\_\_\_ CLIENT will pay a **lump sum** of \$0.00 for SERVICES. VET Environmental Engineering, LLC will invoice CLIENT upon completion of the SERVICES for the parcel of property described in the PROPOSAL.

  X   CLIENT will pay on a **time and material basis not to exceed** the sum of **\$5,529.35**. VET Environmental Engineering, LLC will invoice according to the Fee Schedule\* attached to the PROPOSAL up to the stated limit. Upon reaching the limit, VET Environmental Engineering, LLC will stop performing unless CLIENT authorizes further work in writing.

\* VET Environmental Engineering, LLC reserves the right to adjust its Fee Schedule annually.

4. **Billing:** VET Environmental Engineering, LLC will submit invoices to CLIENT by mail on an as needed basis. CLIENT recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice. CLIENT will pay an additional charge of one and one-half percent (1 1/2%) per month not to exceed the maximum rate allowed by law for any payment received by VET Environmental Engineering, LLC more than thirty (30) calendar days from the date of the invoice. CLIENT will pay when due that portion of invoice, if any, not in dispute. If CLIENT fails to pay any undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, VET Environmental Engineering, LLC may suspend its performance or terminate this Agreement without incurring any liability to CLIENT and without waiving any other claim against CLIENT.

5. Special Provisions :    NONE   X   ATTACHMENT

6. **CLIENT RECOGNIZES THAT THE PRESENCE OF HAZARDOUS MATERIALS OR POLLUTION ON OR BENEATH THE SURFACE OF A SITE MAY CREATE RISKS AND LIABILITIES. CONSULTANT HAS NEITHER CREATED NOR CONTRIBUTED TO THIS POLLUTION. CONSEQUENTLY, CLIENT RECOGNIZES THIS AGREEMENT WILL ACCORDINGLY LIMIT CONSULTANT'S LIABILITY.**

CLIENT confirms reading this document in full (including the terms 7 through 16 on the following page). This Agreement when executed by VET Environmental Engineering, LLC is an offer to perform the services, open for acceptance within 30 days. This Agreement becomes effective on the date CLIENT signs below.

CLIENT

- VET Environmental Engineering, LLC



By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Sara Rae Hamidovic, MS, PE, CHMM

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: September 18, 2023

7. **Standard of Care:** VET Environmental Engineering, LLC will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

8. **Indemnity / limitation of Liability:** Subject to any limitations stated in this Agreement, VET Environmental Engineering, LLC will indemnify and hold harmless CLIENT, its officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorneys fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a professionally negligent act, error, or omission of VET Environmental Engineering, LLC or any of its agents, subcontractors, or employees in the performance of Services under this Agreement. VET Environmental Engineering, LLC will not be responsible for any loss, damage, or liability arising from any contributing negligent acts by CLIENT, its subcontractors, agents, staff, or consultants. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption. The CLIENT also agrees to seek recourse only against VET Environmental Engineering, LLC and not against its officers, employees, directors, or shareholders. The CLIENT agrees to limit VET Environmental Engineering, LLC's liability due to breach of contract, warranty or negligent acts, errors or omissions of VET Environmental Engineering, LLC to the fee paid to VET Environmental Engineering, LLC under this Agreement.

9. **Hazardous Substances/Hazardous Waste:** CLIENT represents that if CLIENT knows or has reason to suspect that hazardous substances or pollution may exist at the project site, CLIENT has fully informed VET Environmental Engineering, LLC. In the event VET Environmental Engineering, LLC encounters hazardous substances or contamination significantly beyond that originally represented by CLIENT, VET Environmental Engineering, LLC may suspend its Services and enter into good faith renegotiation of this Agreement. CLIENT acknowledges that VET Environmental Engineering, LLC has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless VET Environmental Engineering, LLC, from any claim or liability, arising out of VET Environmental Engineering, LLC's performance of work under this Agreement and made or brought against VET Environmental Engineering, LLC for any actual or threatened environmental pollution or contamination except to the extent that VET Environmental Engineering, LLC has negligently caused or contributed to any such pollution or contamination. This indemnification includes reasonable attorney fees and expenses incurred by VET Environmental Engineering, LLC in defense of such claim.

10. **Sample Ownership:** All samples and cuttings of materials containing hazardous contaminants are the property and responsibility of CLIENT. Removal of cuttings from the project site will remain the obligation of CLIENT. Absent direction from CLIENT, VET Environmental Engineering, LLC may return all contaminated samples and laboratory byproducts to the CLIENT for proper disposal or treatment.

11. **Documents and Records:** CLIENT acknowledges that VET Environmental Engineering, LLC's reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional service, not products. All data VET Environmental Engineering, LLC prepares for CLIENT under this Agreement will remain the property of VET Environmental Engineering, LLC. CLIENT will not use any VET Environmental Engineering, LLC data or report for any purpose other than its original purpose as defined in the PROPOSAL. CLIENT has no rights to incomplete or partial data. VET Environmental Engineering, LLC will retain these Records for a period of three (3) years following completion of this project. During this time, VET Environmental Engineering, LLC will reasonably make available the records to the CLIENT. VET Environmental Engineering, LLC may charge a reasonable fee in addition to its professional fees for retrieving or copying such records.

12. **Change Orders:** VET Environmental Engineering, LLC will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Services. VET Environmental Engineering, LLC will give CLIENT notice within ten (10) days of the change order of any resulting increase in fee. Unless Client objects in writing within five (5) days, the change order becomes a part of this Agreement.

13. **Third-Party Rights:** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than CLIENT and VET Environmental Engineering, LLC.

14. **Assignment/ Status:** The CLIENT will not delegate, assign, sublet, or transfer any interest in this Agreement without the written consent of VET Environmental Engineering, LLC. VET Environmental Engineering, LLC is an independent consultant and not the agent or employee of CLIENT.

15. **Termination:** Either party may terminate the Services with or without cause upon ten (10) days advance written notice. If Client terminates without cause, CLIENT will pay VET Environmental Engineering, LLC costs incurred, noncancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors.

16. **Complete Agreement:** The Parties acknowledge this Agreement, including the Proposal and any Attachments constitute the entire Agreement between them. Unless stated otherwise in this Agreement, this Agreement may not be modified except in a writing signed by both parties. The parties agree that Indiana law governs this Agreement and any dispute involving the Agreement.