



**MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION AGENDA**

November 8, 2023

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

1. Legal, Jeff Cockerill

VET Environmental Engineering regarding Thomson Site.



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 agreement is for Vet Environmental to continue investigation into the Thomson Site.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="2022 BAN Captial"/>	<input type="text" value="4816"/>	<input type="text" value="Not to exceed \$11,577.51"/>

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:



VET ENVIRONMENTAL ENGINEERING, LLC

2335 West Fountain Drive, Bloomington, IN 47404

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

Email: info@vet-env.com

October 27, 2023

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

Dear Mr. Cockerill,

RE: Proposal for Environmental Consulting Services

VET Environmental Engineering, LLC (VET) appreciates the opportunity to submit this proposal on behalf of the Monroe County Board of Commissioners (Monroe County). 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 wetlands and jurisdictional waters delineation and karst assessment at the property composed of three parcels of land approximately 92.53 acres in area (Parcel #53-08-08-100-127.000-009 and two parcels listed as #53-08-08-200-001.000-009) located north of South Rockport Road, and west of South Rogers Street in Bloomington, Indiana (Site).

Tasks to be performed for Monroe County:

Wetlands and Jurisdictional Waters Delineation

VET will delineate all potential wetlands observed on-Site. Field work will determine if the areas meet the three criteria that define a wetland according to the United States Army Corps of Engineers (USACE) Wetland Delineation Manual (wetland hydrology, hydrophytic vegetation, and hydric soils). VET will excavate an adequate number of data points to properly delineate all potential wetlands on the Site. Data point locations will be recorded with a Trimble Geo7X GPS unit.

VET will conduct all work in accordance with applicable rules and regulations as set forth by the USACE, Indiana Department of Environmental Management (IDEM), Indiana Department of Natural Resources (IDNR) Division of Water, and the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS). Wetland delineation will be conducted in accordance with the USACE Wetland Delineation Manual – Midwest Region Supplement

“Compliance that makes sense.”

(Version 2.0) and observations recorded on appropriate USACE Wetland Determination Data Forms – Midwest Region.

Mapped streams are located on-Site according to the United States Geological Survey’s (USGS) National Hydrography Dataset (NHD). VET will collect all necessary field data to prepare and submit a Preliminary Jurisdictional Determination Request and all associated information to the USACE.

Subsequent to field work, VET will prepare delineation reporting necessary for submission to the USACE and to the Indiana Department of Environmental Management (IDEM) and provide copies to Monroe County. If impacts to identified features are proposed, permitting from IDEM and USACE may be required. Permitting for impacts to delineated features is not included as part of this proposal.

Karst Assessment

VET will subcontract an appropriately qualified professional to conduct a karst assessment at the Site. The assessment will include a desktop and field reconnaissance to identify potential karst features located on the Site. VET’s subcontractor will prepare and deliver a report detailing field investigations and findings. The assessment will be utilized to determine if karst features at the Site will affect the proposed development. All developments must comply with Monroe County Zoning Ordinance, Chapter 829: Karst and Sinkhole Development Standards.

Tasks to be performed for Monroe County:

Item	Cost
Wetlands and Jurisdictional Waters Delineation	\$7,564.01
Karst Assessment (with subcontractor)	\$4,013.50
<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 **\$11,577.51**. Please note that any work completed by VET at the request of Monroe County that does not fall within the referenced scope will be billed according to VET's 2024 hourly rates, included below, in addition to the proposed services as "Out of Scope Work".

VET Standard Rates 2024

Principal Engineer	\$156.55/hour
Registered Professional Engineer	\$138.76/hour
Operations Manager	\$119.75/hour
Senior Project Manager	\$116.23/hour
Licensed Professional Geologist	\$112.67/hour
Project Manager	\$105.55/hour
Senior Environmental Scientist	\$105.55/hour
Graduate Engineer	\$105.55/hour
Graduate Geologist	\$100.81/hour
Staff Project	\$97.25/hour
Environmental Scientist	\$87.76/hour
Ecologist	\$87.76/hour
Senior Environmental Technician	\$87.76/hour
Environmental Technician	\$75.90/hour
GIS Analyst	\$75.90/hour
Clerical	\$62.86/hour
Mileage	\$0.83/mile
Outside Services and Expenses	Cost plus 15%

VET will provide Monroe County 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: elizabeth@vet-env.com.

Respectfully,



Sara R. Hamidovic, MS, PE, CHMM
President, VET

**Wetlands and Jurisdictional Waters Delineation
Rockport Road, Bloomington, Indiana
October 27, 2023**

Activity	Note	Number	Units	Unit Cost	Total Cost
TASK 1. Field Investigation					
Field Work	Principal Engineer	16	hours	@ \$ 156.55	\$ 2,504.80
	Staff Project	8	hours	@ \$ 97.25	\$ 778.00
	Environmental Technician	8	hours	@ \$ 75.90	\$ 607.20
Equipment	Hand Tools	2	days	@ \$ 50.00	\$ 100.00
	Daily Field Expense	2	days	@ \$ 50.00	\$ 100.00
	GPS	2	days	@ \$ 150.00	\$ 300.00
Mobilization/Demobilization	Environmental Technician	1	hour	@ \$ 75.90	\$ 75.90
Mileage		20	miles	@ \$ 0.83	\$ 16.60
Subtotal					\$ 4,482.50
TASK 2. Reporting					
Reporting	Principal Engineer	8	hours	@ \$ 156.55	\$ 1,252.40
	Senior Project Manager	1	hours	@ \$ 116.23	\$ 116.23
	Environmental Scientist	8	hours	@ \$ 87.76	\$ 702.08
	Environmental Technician	4	hours	@ \$ 75.90	\$ 303.60
	GIS Analyst	8	hours	@ \$ 75.90	\$ 607.20
Office Expense		1	each	@ \$ 100.00	\$ 100.00
Subtotal					\$ 3,081.51
TASK 3. Karst Assessment					
Subcontractor	Field Work and Reporting	1	report	@ \$ 4,013.50	\$ 4,013.50
Subtotal					\$ 4,013.50
Grand Total					\$ 11,577.51

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 October 27, 2023 including attachments and amendments ("SERVICES").
2. CLIENT authorizes VET Environmental Engineering, LLC to perform these SERVICES for the following project and location: Wetlands and Jurisdictional Waters Delineation and Karst Assessment for 92.53 acres of land located north of South Rockport Road and west of South Rogers Street in Bloomington, Indiana.
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.

CLIENT will pay on a **time and material basis not to exceed** the sum of **\$11,577.51**. 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 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: October 27, 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.