

[illegible]

BOARD OR COMMISSION	CITIZEN MEMBER	TERM LENGTH	NEW TERM DATE
Alcoholic Beverage Commission	Anthony Suttle	1 Year	12/31/2024
Environmental Commission	Julia Wilson	2 Year	2/1/2026
Redevelopment Commission	Cullen McCarty	1 Year	1/1/2025
Redevelopment Commission	Iris Kiesling	1 Year	1/1/2025
Traffic Commission	Reed Adams	2 Year	12/31/2025
Women's Commission	Tiana Iruoje	2 Year	1/1/2026
Women's Commission	Juliet Hardesty	2 Year	1/1/2026

8

The Department received notice from the Auditor's Office on 12-21-23 that the payroll lines under Fund 1000 did not have enough appropriations for the personnel lines in the 2023 budget. Under the guidance of the Auditor's Office, the Department has submitted a category transfer request form involving different accounts in Emergency Management's budget that had an equivalent amount of appropriation in them to make up for the negative appropriation within the personnel lines. The Department is requesting the approval of these category transfers to help correct this error.

32

The Department recently worked with the Auditor's Office to establish grant funds. There is a need to appropriate funds for the project for construction and construction inspection.

The Department is requesting to de-appropriate the grant fund to match the current grant award and the 20% match. The grant could increase if additional funds become available.

10. CLERK'S OFFICE, Nicole Browne

229

Request the Approval of an Amendment to the 2024 Salary Ordinance

Election Fund-Election Board, 1215-0062

FROM:

17101	Overtime	\$34.31-\$43.46
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TO:

17101	Overtime	\$45.89-\$58.13
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The Department is requesting the overtime rate be amended due to the increase in the Election Supervisor salary with an effective date of December 3, 2023.

MEETING RECESS

11. HEALTH DEPARTMENT, Lori Kelley

230

A. Request the Approval of Additional Appropriations

Local Public Health Services, 1161-0000

17801	Part-Time	\$21,179.03
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20011	Other Supplies	\$ 1,969.00
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22210	Education and Public Info	\$ 3,335.98
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30006	Contractual	\$32,000.00
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TOTAL \$58,404.01

The Department is requesting approval of an additional appropriation to include the remainder of the Health First Indiana awarded 2024 budget. At the time of budget hearings, the official amount was unknown.

[illegible]

B. Request the Approval of Additional Appropriations

234

Futures Clinic, 8126-9624

10071	Nurse Practitioner	\$2,908.35
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10187	Clinic Manager	\$1,635.70
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10188	LPN	\$1,752.20
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18001	FT Self Insurance	\$1,078.99
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18101	FICA	\$ 570.00
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18201	PERF	\$ 802.12
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21112	LARC	\$2,169.06
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TOTAL \$10,916.42

The Department is requesting approval of additional appropriations of earned income and Long-Acting Reversible Contraception (LARC) reimbursement in Futures Clinic Fund 8126. A total of \$8,747.36 of earned income from November insurance claims need to be appropriated. The Department is also requesting \$2,169.06 from the LARC reimbursement be appropriated to account line 21112. This reimbursement is to help offset the cost of LARC supplies.

[illegible]

240

20011	Other Supplies	\$25,000.00
30006	Contractual	\$67,500.00
30014	Other Services	<u>\$ 6,100.30</u>

The Department is requesting an additional appropriation of \$98,600.30 from year 1 of the Crisis CoAg grant contract. This funding will be expended first in 2024 to cover service contract payments for School Liaison services. Additional funding may be used, as appropriate and allowable by grant terms, to support Monroe County schools with the purchase of items such as emergency medications, COVID tests, wellness screening clinics, and/or AED devices.

254

255

Correctional Sergeant	\$28.96
Correctional Captain	41.25 Hours

Legal Counsel, on behalf of the Bargaining Unit, is requesting an increase in the sergeant wage. Currently there is very little difference between the corporal and sergeant wages. The contract proposes to have the base sergeant pay to be placed at the midpoint between the base corporal and captain. Also, the Unit is requesting an update to the Captain's work schedule. Captains are currently scheduled to work 8.15 hours per shift (41.25 hours per week); however, the Salary Ordinance reflects a 40-hour work week.

[illegible]

256

Jail Increase of \$0.48 for each full year of service

The Bargaining Unit is requesting the removal of the 20-year limitation for longevity pay in the Correctional Officer contract.

14. BOARD OF COMMISSIONERS, Molly Turner-King
Request to Amend the 2024 Salary Ordinance
 General Fund-Commissioners, 1000-0068

FROM:

17301 Board Members Paid per person-per meeting - \$25.00

TO:

17301	Board Members	Paid per person-per meeting - \$25.00-\$100.00
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**Board members will not receive compensation for canceled meetings.*

The Monroe County Drainage Board is tasked with providing much needed review and technical expertise related to stormwater and other drainage issues throughout the county. At their monthly meetings, the Board may complete tasks that include but are not limited to interpreting drainage easements, assisting the MS4 Coordinator with review of upcoming development projects, and providing comment on any relevant ordinances. These tasks often requires that Board members possess a certain level of expertise and technical knowledge. In order to attract and retain Board members with this skill set, the department would like to amend the salary ordinance that provides for the Board members compensation from \$25.00 per meeting per person to \$100 for each meeting that is held and that the member attends. Board members will not receive compensation for canceled meetings.

15. COUNCIL OFFICE, Kim Shell

A. Health Department Category Transfer Update

On 11-28-2023 Council approved a category transfer for the Health Department in Fund 8180-9624, DIS Strengthening Prevention of \$13,788.80 from the Supplies Category and \$11,427.80 from the Services Category and moved \$17,216.60 into the Personnel Category and \$8,000 into the Services Category. At the following Council Meeting on 12-12-23, the same category transfer was repeated. The Auditor's office has corrected this error. This item is to update the Council and no further action is needed.

[illegible]

B. Discussion and Possible Approval of Interlocal Cooperation Agreement for the Operation of the Bloomington/ Monroe County Capital Improvement Board and the Convention and Visitors Commission

16. AMERICAN RESCUE PLAN ACT (ARPA)

A. Request Approval of Additional Appropriations

American Rescue Plan Act Fund, 8950-0000

Personnel Category	\$8,000,000
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Supplies Category	\$8,000,000
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Services Category	\$8,000,000
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Capital Category	\$8,000,000
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The Board of Commissioners and County Council are reviewing American Rescue Plan Act (ARPA) Projects. The amount of available ARPA funds of \$8,000,000 was advertised across all categories to give Commissioners and Council flexibility in their project appropriation decision. Disbursements of appropriated funds for ARPA Projects are contingent on the inclusion of the projects within the Ordinance establishing Monroe County's ARPA plan and passage of the plan by the Board of Commissioners.

[illegible]

B. Request Approval of De-Appropriations

American Rescue Plan Act Fund, 8950-0000

Personnel Category \$500,000

Supplies Category \$500,000

Services Category \$500,000

Capital Category \$500,000

17. APPROVAL OF SUMMARY MINUTES AS PRESENTED

-November 27, 2023: Joint Session of County Council and Board of Commissioners

258

-November 28, 2023: Council Work Session

262

18. COUNCIL COMMENTS

19. ADJOURNMENT

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Emergency Management

MEETING DATE REQUESTED (*Tentative*): 1/09/2024

Request Presenter(s): Justin Baker

Phone: 812-325-4321

Was the Council Liaison notified prior to submitting this Agenda Request: No

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name:

☒ Transfer of Funds

☒ Category

Fund Name: County General

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment *Effective Date of Amendment:*

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*).

On December 21, 2023, the Emergency Management Office received notice from the Auditor's Office that the payroll budget lines within the Emergency Management budget under Fund 1000. It was determined that our 2023 budget didn't have enough appropriations for the personnel lines. Under the guidance of the Auditor's office, our office submitted a category transfer request form. The category transfer involved different accounts within the Emergency Management budget that had an appropriate amount of appropriation in them to make up for the negative appropriation within the personnel lines.

Our office is requesting the approval of these category transfers to help correct this error.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with ⁸any questions regarding the Agenda Request Form.

Council recommends making any In-House Transfers PRIOR to requesting a Category Transfer.

MEETING DATE REQUESTED *(Tentative)*: 1/9/2024

Fund Number: 1000

Location Number: 0361

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
30028	Fund 1000-30028-0361 Training/Travel	2,550.40
35050	Fund 1000-35050-0361 Radio & CD Sirens	1,751.40
20210	Fund 1000-20210-0361 Program Supplies	45.20
20210	Fund 1000-20210-0361 Program Supplies	610.41
GRAND TOTAL		4,957.41

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
13701	Fund 1000-13701-0361 Deputy Director	2,550.40
15115	Fund 1000-15115-0361 Director	1,751.40
18101	Fund 1000-18101-0361 FICA	45.20
18201	Fund 1000-18201-0361 PERF	610.41
GRAND TOTAL		4,957.41

Council Staff will notify Department when the approved transfer has been completed.

Tran Source	Tran Date	Comment	Fund	Acct	Obj	Loc	Amount	Project	Notes
<input type="checkbox"/> Effective Date : 12/22/2023 (8 Items, 0.00) <input type="checkbox"/> Bundle : 10000361 (8 Items, 0.00)									
Appropriation Adjustment	12/22/2023	CAT TRN 12/22/23	1000	30028	00000	0361	(2,550.40)		Processing a category transfer per Emergency Management request. The transfer will be brought before County Council in an upcoming meeting for retroactive approval. Failure to process the category transfers would result in negative appropriations in the personnel lines for Emergency Management at the end of the year.
Appropriation Adjustment	12/22/2023	CAT TRN 12/22/23	1000	13701	00000	0361	2,550.40		Processing a category transfer per Emergency Management request. The transfer will be brought before County Council in an upcoming meeting for retroactive approval. Failure to process the category transfers would result in negative appropriations in the personnel lines for Emergency Management at the end of the year.
Appropriation Adjustment	12/22/2023	CAT TRN 12/22/23	1000	35050	00000	0361	(1,751.40)		Processing a category transfer per Emergency Management request. The transfer will be brought before County Council in an upcoming meeting for retroactive approval. Failure to process the category transfers would result in negative appropriations in the personnel lines for Emergency Management at the end of the year.
Appropriation Adjustment	12/22/2023	CAT TRN 12/22/23	1000	15115	00000	0361	1,751.40		Processing a category transfer per Emergency Management request. The transfer will be brought before County Council in an upcoming meeting for retroactive approval. Failure to process the category transfers would result in negative appropriations in the personnel lines for Emergency Management at the end of the year.
Appropriation Adjustment	12/22/2023	CAT TRN 12/22/23	1000	20210	00000	0361	(45.20)		Processing a category transfer per Emergency Management request. The transfer will be brought before County Council in an upcoming meeting for retroactive approval. Failure to process the category transfers would result in negative appropriations in the personnel lines for Emergency Management at the end of the year.

Entered in Low

Date: 12/22/23 By: CW

1 of 2

AUDITED: WW

DATE: 12/22/2023

Tran Source	Tran Date	Comment	Fund	Acct	Obj	Loc	Amount	Project	Notes
Appropriation Adjustment	12/22/2023	CAT TRN 12/22/23	1000	18101	00000	0361	45.20		Processing a category transfer per Emergency Management request. The transfer will be brought before County Council in an upcoming meeting for retroactive approval. Failure to process the category transfer would result in negative appropriations in the personnel lines for Emergency Management at the end of the year.
Appropriation Adjustment	12/22/2023	CAT TRN 12/22/23	1000	20210	00000	0361	(610.41)		Processing a category transfer per Emergency Management request. The transfer will be brought before County Council in an upcoming meeting for retroactive approval. Failure to process the category transfer would result in negative appropriations in the personnel lines for Emergency Management at the end of the year.
Appropriation Adjustment	12/22/2023	CAT TRN 12/22/23	1000	18201	00000	0361	610.41		Processing a category transfer per Emergency Management request. The transfer will be brought before County Council in an upcoming meeting for retroactive approval. Failure to process the category transfer would result in negative appropriations in the personnel lines for Emergency Management at the end of the year.

11

8 Items

8 Items

8 Items

Entered in Low
 Date: 12/22/23 By: CW 2 of 2
 AUDITED: CW
 DATE: 12/24/2023

0.00

0.00

0.00

(Transfers are made within the same category: Personnel, Supplies, Services or Capital Outlay)

ELECTED OFFICIAL/DEPARTMENT HEAD:

Jamie Neibel

TRANSFER FROM:	
Fund-Account-Location	Account Description
1. 1000-30028-0361	Training/Travel
2. 1000-35050-0361	Radio & CD Sirens
3. 1000-20210-0361	Program Supplies
4. 1000-20210-0361	Program Supplies
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____
18. _____	_____
19. _____	_____
20. _____	_____

TOTAL

AUTHORIZED SIGNATURE:

James Madul

(NO Ink Stamped or Electronic Signatures)

(Blue Ink Only)

DATE PREPARED:

12/22/2023

PREPARED BY: Justin Baker

DATE RECEIVED:

(Auditor Office Use)

Forward the completed form to the group email "Transfers & Corrections."

Updated 11/6/2019

Combined Ledger (All Detail) as of 12/30/2023

The Last Posted Date is 10/31/2023.

Fund 1000 County General for 01/01/2023 thru 12/30/2023

Budget Account Code	Effective Date	Transaction Date	Transaction Type	Amount Other Data	
				Emergency Management	
1000.13701.00000.0361 Deputy Director	01/01/2023	01/01/2023	Approp/BdgtProj	49,840.00	
	01/13/2023	01/10/2023	Pay/PayDist	1,916.80	BK:002 Payroll Dist
	01/27/2023	01/24/2023	Pay/PayDist	1,916.80	BK:002 Payroll Dist
	02/10/2023	02/07/2023	Pay/PayDist	1,916.80	BK:002 Payroll Dist
	02/24/2023	02/17/2023	Pay/PayDist	2,129.60	BK:002 Payroll Dist
	03/10/2023	03/03/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	03/24/2023	03/17/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	04/06/2023	03/31/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	04/21/2023	04/17/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	05/05/2023	04/28/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	05/19/2023	05/15/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	06/02/2023	05/25/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	06/16/2023	06/09/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	06/30/2023	06/26/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	07/14/2023	07/10/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	07/28/2023	07/24/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	08/11/2023	08/08/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	08/25/2023	08/21/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	09/08/2023	09/05/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	09/22/2023	09/18/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	10/06/2023	10/02/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	10/20/2023	10/16/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	11/03/2023	10/30/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	11/17/2023	11/13/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	12/01/2023	11/27/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	12/15/2023	12/11/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
	12/22/2023	12/22/2023	Approp/Adjustment	2,550.40	CAT TRN 12/22/23
	12/28/2023	12/21/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist

Financial

** Information obtained from the Investment System.

12/22/2023 09:00 AM by CWOODRUFF

Monroe County

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**** Information obtained from the Investment System.**

Combined Ledger (All Detail) as of 12/30/2023

The Last Posted Date is 10/31/2023.

Fund 1000 County General for 01/01/2023 thru 12/30/2023

Budget	Effective	Transaction	Transaction	Amount	Other Data
Account Code	Date	Date	Type		
1000.15115.00000.0361	Director			Emergency Management	

12/15/2023	12/11/2023	Pay/PayDist	2,381.60	BK:002 Payroll Dist	
12/22/2023	12/22/2023	Approp/Adjustment	1,751.40	CAT TRN 12/22/23	
12/28/2023	12/21/2023	Pay/PayDist	2,381.60	BK:002 Payroll Dist	
Estimated					
Revenue					
Current			0.00		0.00
Total			0.00		0.00
Expenditure					
			7,144.80		
			60,414.40		(60,414.40)

Unreceived Revenue: 0.00
Unexpended: 0.00
Cash: (60,414.40)

1000.18101.00000.0361 FICA

Emergency Management

01/01/2023	01/01/2023	Approp/BdgtProj	8,638.00		
01/13/2023	01/10/2023	Claim/EFTDedDist	249.90	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC	
01/13/2023	01/10/2023	Claim/EFTDedDist	58.44	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED	
01/27/2023	01/24/2023	Claim/EFTDedDist	249.90	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC	
01/27/2023	01/24/2023	Claim/EFTDedDist	58.44	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED	
02/10/2023	02/07/2023	Claim/EFTDedDist	249.90	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC	
02/10/2023	02/07/2023	Claim/EFTDedDist	58.44	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED	
02/10/2023	02/07/2023	Claim/EFTDedDist	12.40	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC	
02/10/2023	02/07/2023	Claim/EFTDedDist	2.90	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED	
02/24/2023	02/17/2023	Claim/EFTDedDist	263.09	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC	
02/24/2023	02/17/2023	Claim/EFTDedDist	61.53	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED	
03/10/2023	03/03/2023	Claim/EFTDedDist	256.49	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC	
03/10/2023	03/03/2023	Claim/EFTDedDist	59.99	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED	
03/24/2023	03/17/2023	Claim/EFTDedDist	256.49	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC	
03/24/2023	03/17/2023	Claim/EFTDedDist	59.99	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED	
04/06/2023	03/31/2023	Claim/EFTDedDist	256.49	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC	
04/06/2023	03/31/2023	Claim/EFTDedDist	59.99	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED	
04/14/2023	04/14/2023	Approp/Adjustment	(306.00)	DeApp 2/14/2023	
04/21/2023	04/17/2023	Claim/EFTDedDist	256.49	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC	
04/21/2023	04/17/2023	Claim/EFTDedDist	59.99	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED	
05/05/2023	04/28/2023	Claim/EFTDedDist	256.49	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC	
05/05/2023	04/28/2023	Claim/EFTDedDist	59.99	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED	

12/22/2023 09:00 AM by CWOODRUFF

Financial

** Information obtained from the Investment System.

Combined Ledger (All Detail) as of 12/30/2023

The Last Posted Date is 10/31/2023.

Fund 1000 County General for 01/01/2023 thru 12/30/2023

Budget Account Code	Effective Date	Transaction Date	Transaction Type	Amount	Other Data
1000.18101.00000.0361 FICA					Emergency Management
	05/19/2023	05/15/2023	Claim/EFTDedDist	256.49	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	05/19/2023	05/15/2023	Claim/EFTDedDist	59.99	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED
	06/02/2023	05/25/2023	Claim/EFTDedDist	256.49	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	06/02/2023	05/25/2023	Claim/EFTDedDist	59.99	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED
	06/16/2023	06/09/2023	Claim/EFTDedDist	256.49	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	06/16/2023	06/09/2023	Claim/EFTDedDist	59.99	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED
	06/30/2023	06/26/2023	Claim/EFTDedDist	264.27	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	06/30/2023	06/26/2023	Claim/EFTDedDist	61.81	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED
	07/06/2023	07/06/2023	Claim/Adjustment	12.40	BK:002 Vend:009413 (fed Tax Ach) COR 7/6/23
	07/06/2023	07/06/2023	Claim/Adjustment	2.90	BK:002 Vend:009413 (fed Tax Ach) COR 7/6/23
	07/14/2023	07/10/2023	Claim/EFTDedDist	264.27	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	07/14/2023	07/10/2023	Claim/EFTDedDist	61.81	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED
	07/28/2023	07/24/2023	Claim/EFTDedDist	264.27	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	07/28/2023	07/24/2023	Claim/EFTDedDist	61.81	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED
	08/11/2023	08/08/2023	Claim/EFTDedDist	264.27	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	08/11/2023	08/08/2023	Claim/EFTDedDist	61.81	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED
	08/25/2023	08/21/2023	Claim/EFTDedDist	264.27	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	08/25/2023	08/21/2023	Claim/EFTDedDist	61.81	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED
	09/08/2023	09/05/2023	Claim/EFTDedDist	264.27	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	09/08/2023	09/05/2023	Claim/EFTDedDist	61.81	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED
	09/22/2023	09/18/2023	Claim/EFTDedDist	264.27	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	09/22/2023	09/18/2023	Claim/EFTDedDist	61.81	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED
	10/06/2023	10/02/2023	Claim/EFTDedDist	264.27	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	10/06/2023	10/02/2023	Claim/EFTDedDist	61.81	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED
	10/20/2023	10/16/2023	Claim/EFTDedDist	264.27	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	10/20/2023	10/16/2023	Claim/EFTDedDist	61.81	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED
	11/03/2023	10/30/2023	Claim/EFTDedDist	264.27	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	11/03/2023	10/30/2023	Claim/EFTDedDist	61.81	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED
	11/17/2023	11/13/2023	Claim/EFTDedDist	264.27	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	11/17/2023	11/13/2023	Claim/EFTDedDist	61.81	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED
	12/01/2023	11/27/2023	Claim/EFTDedDist	264.27	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	12/01/2023	11/27/2023	Claim/EFTDedDist	61.81	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED

12/22/2023 09:00 AM by CWOODRUFF

Financial

** Information obtained from the Investment System.

Combined Ledger (All Detail) as of 12/30/2023

The Last Posted Date is 10/31/2023.

Fund 1000 County General for 01/01/2023 thru 12/30/2023

Budget Account Code	Effective Date	Transaction Date	Transaction Type	Amount	Other Data
1000.18101.00000.0361 FICA					Emergency Management
	12/15/2023	12/11/2023	Claim/EFTDedDist	264.27	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	12/15/2023	12/11/2023	Claim/EFTDedDist	61.81	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED
	12/22/2023	12/22/2023	Approp/Adjustment	45.20	CAT TRN 12/22/23
	12/28/2023	12/21/2023	Claim/EFTDedDist	264.27	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	12/28/2023	12/21/2023	Claim/EFTDedDist	61.81	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED
			Estimated		
			Revenue		
	Current		0.00		
	Total		0.00		
			Receipts		
			0.00		
			0.00		
			Expenditure		
			978.24		
			8,377.20		
			Unreceived Revenue:		0.00
			Unexpended:		0.00
			Cash:		(8,377.20)

1000.18201.00000.0361 PERF

Emergency Management

01/01/2023	01/01/2023	01/01/2023	Approp/BdgtProj	15,408.00	
01/13/2023	01/10/2023	01/10/2023	Claim/EFTDedDist	467.35	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
01/13/2023	01/10/2023	01/10/2023	Claim/EFTDedDist	125.18	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
01/27/2023	01/24/2023	01/24/2023	Claim/EFTDedDist	467.35	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
01/27/2023	01/24/2023	01/24/2023	Claim/EFTDedDist	125.18	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
02/10/2023	02/07/2023	02/07/2023	Claim/EFTDedDist	467.35	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
02/10/2023	02/07/2023	02/07/2023	Claim/EFTDedDist	125.18	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
02/24/2023	02/17/2023	02/17/2023	Claim/EFTDedDist	491.19	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
02/24/2023	02/17/2023	02/17/2023	Claim/EFTDedDist	131.57	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
03/10/2023	03/03/2023	03/03/2023	Claim/EFTDedDist	479.27	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
03/10/2023	03/03/2023	03/03/2023	Claim/EFTDedDist	128.38	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
03/24/2023	03/17/2023	03/17/2023	Claim/EFTDedDist	479.27	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
03/24/2023	03/17/2023	03/17/2023	Claim/EFTDedDist	128.38	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
04/06/2023	03/31/2023	03/31/2023	Claim/EFTDedDist	479.27	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
04/06/2023	03/31/2023	03/31/2023	Claim/EFTDedDist	128.38	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
04/21/2023	04/17/2023	04/17/2023	Claim/EFTDedDist	479.27	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
04/21/2023	04/17/2023	04/17/2023	Claim/EFTDedDist	128.38	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
05/05/2023	04/28/2023	04/28/2023	Claim/EFTDedDist	479.27	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
05/05/2023	04/28/2023	04/28/2023	Claim/EFTDedDist	128.38	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
05/19/2023	05/15/2023	05/15/2023	Claim/EFTDedDist	479.27	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF

Financial

12/22/2023 09:00 AM by CWOODRUFF

** Information obtained from the Investment System.

Combined Ledger (All Detail) as of 12/30/2023

The Last Posted Date is 10/31/2023.

Fund 1000 County General for 01/01/2023 thru 12/30/2023

Budget Account Code	Effective Date	Transaction Date	Transaction Type	Amount	Other Data
1000.18201.00000.0381 PERF					Emergency Management
	05/19/2023	05/15/2023	Claim/EFTDedDist	128.38	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	06/02/2023	05/25/2023	Claim/EFTDedDist	479.27	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	06/02/2023	05/25/2023	Claim/EFTDedDist	128.38	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	06/16/2023	06/09/2023	Claim/EFTDedDist	479.27	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	06/16/2023	06/09/2023	Claim/EFTDedDist	128.38	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	06/30/2023	06/26/2023	Claim/EFTDedDist	493.34	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	06/30/2023	06/26/2023	Claim/EFTDedDist	132.15	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	07/14/2023	07/10/2023	Claim/EFTDedDist	493.34	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	07/14/2023	07/10/2023	Claim/EFTDedDist	132.15	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	07/28/2023	07/24/2023	Claim/EFTDedDist	493.34	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	07/28/2023	07/24/2023	Claim/EFTDedDist	132.15	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	08/11/2023	08/08/2023	Claim/EFTDedDist	493.34	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	08/11/2023	08/08/2023	Claim/EFTDedDist	132.15	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	08/25/2023	08/21/2023	Claim/EFTDedDist	493.34	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	08/25/2023	08/21/2023	Claim/EFTDedDist	132.15	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	09/08/2023	09/05/2023	Claim/EFTDedDist	493.34	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	09/08/2023	09/05/2023	Claim/EFTDedDist	132.15	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	09/22/2023	09/18/2023	Claim/EFTDedDist	493.34	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	09/22/2023	09/18/2023	Claim/EFTDedDist	132.15	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	10/06/2023	10/02/2023	Claim/EFTDedDist	493.34	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	10/06/2023	10/02/2023	Claim/EFTDedDist	132.15	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	10/20/2023	10/16/2023	Claim/EFTDedDist	493.34	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	10/20/2023	10/16/2023	Claim/EFTDedDist	132.15	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	11/03/2023	10/30/2023	Claim/EFTDedDist	493.34	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	11/03/2023	10/30/2023	Claim/EFTDedDist	132.15	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	11/17/2023	11/13/2023	Claim/EFTDedDist	493.34	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	11/17/2023	11/13/2023	Claim/EFTDedDist	132.15	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	12/01/2023	11/27/2023	Claim/EFTDedDist	493.34	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	12/01/2023	11/27/2023	Claim/EFTDedDist	132.15	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	12/15/2023	12/11/2023	Claim/EFTDedDist	493.34	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	12/15/2023	12/11/2023	Claim/EFTDedDist	132.15	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	12/22/2023	12/22/2023	Approp/Adjustment	610.41	CAT TRN 12/22/23

Financial

12/22/2023 09:00 AM by CWOODRUFF

** Information obtained from the Investment System.

The Last Posted Date is 10/31/2023.

Fund 1000 County General for 01/01/2023 thru 12/30/2023

Financial

**** Information obtained from the Investment System.**

Combined Ledger (All Detail) as of 12/30/2023

The Last Posted Date is 10/31/2023.

Fund 1000 County General for 01/01/2023 thru 12/30/2023

Budget	Effective	Transaction	Transaction	Amount	Other Data
Account Code	Date	Date	Type		
1000.30028.00000.0361	Training/Travel				Emergency Management
	10/25/2023	10/25/2023	Claim/RegDocket	493.00	BK:001 CK:300593 Inv:0062141543591-92 Vend:020474 First Financial Bank EMG MGMT
	10/25/2023	10/25/2023	Claim/RegDocket	33.28	BK:001 CK:300593 Inv:0062141543591-92 Vend:020474 First Financial Bank EMG MGMT
	11/08/2023	11/08/2023	Claim/RegDocket	325.00	BK:001 CK:301328 Inv:EMAL-21 Vend:003118 EMERGENCY MANAGEMENT ALLIANCE EMGMGT
	11/08/2023	11/08/2023	Claim/RegDocket	45.00	BK:001 CK:301328 Inv:EMAL-21 Vend:003118 EMERGENCY MANAGEMENT ALLIANCE EMGMGT
	11/08/2023	11/08/2023	Claim/RegDocket	325.00	BK:001 CK:301328 Inv:EMAL-21 Vend:003118 EMERGENCY MANAGEMENT ALLIANCE EMGMGT
	11/08/2023	11/08/2023	Claim/RegDocket	45.00	BK:001 CK:301328 Inv:EMAL-21 Vend:003118 EMERGENCY MANAGEMENT ALLIANCE EMGMGT
	11/08/2023	11/08/2023	Claim/RegDocket	37.50	BK:001 CK:301329 Inv:N/A Vend:006972 Neibel, Jamie EMGMGT
	11/08/2023	11/08/2023	Claim/RegDocket	37.50	BK:001 CK:301327 Inv:N/A Vend:006357 BAKER, JUSTIN EMGMGT
	11/08/2023	11/08/2023	Claim/RegDocket	50.00	BK:001 CK:301329 Inv:N/A Vend:006972 Neibel, Jamie EMGMGT
	11/08/2023	11/08/2023	Claim/RegDocket	50.00	BK:001 CK:301329 Inv:N/A Vend:006972 Neibel, Jamie EMGMGT
	11/08/2023	11/08/2023	Claim/RegDocket	50.00	BK:001 CK:301327 Inv:N/A Vend:006357 BAKER, JUSTIN EMGMGT
	11/08/2023	11/08/2023	Claim/RegDocket	37.50	BK:001 CK:301327 Inv:N/A Vend:006357 BAKER, JUSTIN EMGMGT
	11/08/2023	11/08/2023	Claim/RegDocket	37.50	BK:001 CK:301329 Inv:N/A Vend:006972 Neibel, Jamie EMGMGT
	11/08/2023	11/08/2023	Claim/RegDocket	50.00	BK:001 CK:301327 Inv:N/A Vend:006357 BAKER, JUSTIN EMGMGT
	11/15/2023	11/15/2023	Claim/RegDocket	508.00	BK:001 CK:301495 Inv:N/A Vend:020474 First Financial Bank EMGMGT
	11/15/2023	11/15/2023	Claim/RegDocket	508.00	BK:001 CK:301495 Inv:N/A Vend:020474 First Financial Bank EMGMGT
	11/29/2023	11/29/2023	Claim/RegDocket	37.50	BK:001 CK:301945 Inv:N/A Vend:006357 BAKER, JUSTIN EMGMGT
	11/29/2023	11/29/2023	Claim/RegDocket	50.00	BK:001 CK:301945 Inv:N/A Vend:006357 BAKER, JUSTIN EMGMGT
	11/29/2023	11/29/2023	Claim/RegDocket	50.00	BK:001 CK:301945 Inv:N/A Vend:006357 BAKER, JUSTIN EMGMGT
	11/29/2023	11/29/2023	Claim/RegDocket	50.00	BK:001 CK:301945 Inv:N/A Vend:006357 BAKER, JUSTIN EMGMGT
	11/29/2023	11/29/2023	Claim/RegDocket	50.00	BK:001 CK:301945 Inv:N/A Vend:006357 BAKER, JUSTIN EMGMGT
	11/29/2023	11/29/2023	Claim/RegDocket	50.00	BK:001 CK:301945 Inv:N/A Vend:006357 BAKER, JUSTIN EMGMGT
	11/29/2023	11/29/2023	Claim/RegDocket	50.00	BK:001 CK:301945 Inv:N/A Vend:006357 BAKER, JUSTIN EMGMGT
	11/29/2023	11/29/2023	Claim/RegDocket	37.50	BK:001 CK:302589 Inv:N/A Vend:020474 First Financial Bank EMGMGT
	12/13/2023	12/13/2023	Claim/RegDocket	1,472.17	BK:001 CK:289382 Inv:198786 Vend:001549 International Association Of Vold Docket Chk
	12/18/2023	08/03/2022	Claim/Adjustment	(199.00)	
	12/22/2023	12/22/2023	Approp/Adjustment	(2,550.40)	CAT TRN 12/22/23

Combined Ledger (All Detail) as of 12/30/2023

The Last Posted Date is 10/31/2023.

Fund 1000 County General for 01/01/2023 thru 12/30/2023

Monroe County

Budget	Effective	Transaction	Transaction	Amount	Other Data	Receipts	Appropriation	Expenditure	Unreceived Revenue:	Unexpended:	Cash:
Account Code	Date	Date	Type								
1000.30028.00000.0361			Training/Travel	Emergency Management		0.00	(2,550.40)	1,273.17		103.15	
						0.00	6,949.60	6,846.45		(6,846.45)	
				Emergency Management							
1000.35050.00000.0361			Radio & CD Sirens								
				Emergency Management							
				26,186.00							
01/01/2023	01/01/2023	01/01/2023	Approp/BdgtProj								
02/01/2023	02/01/2023	02/01/2023	Claim/RegDocket								
02/15/2023	02/15/2023	02/15/2023	Claim/RegDocket								
03/22/2023	03/22/2023	03/22/2023	Claim/RegDocket								
04/26/2023	04/26/2023	04/26/2023	Claim/RegDocket								
05/24/2023	05/24/2023	05/24/2023	Claim/RegDocket								
06/21/2023	06/21/2023	06/21/2023	Claim/RegDocket								
08/09/2023	08/09/2023	08/09/2023	Claim/RegDocket								
08/23/2023	08/23/2023	08/23/2023	Claim/RegDocket								
08/30/2023	08/30/2023	08/30/2023	Claim/RegDocket								
09/06/2023	09/06/2023	09/06/2023	Claim/RegDocket								
10/04/2023	10/04/2023	10/04/2023	Claim/RegDocket								
10/04/2023	10/04/2023	10/04/2023	Claim/RegDocket								
10/25/2023	10/25/2023	10/25/2023	Claim/RegDocket								
11/15/2023	11/15/2023	11/15/2023	Claim/RegDocket								
11/29/2023	11/29/2023	11/29/2023	Claim/RegDocket								
11/29/2023	11/29/2023	11/29/2023	Claim/RegDocket								
12/06/2023	12/06/2023	12/06/2023	Claim/RegDocket								
12/20/2023	12/20/2023	12/20/2023	Claim/RegDocket								
12/22/2023	12/22/2023	12/22/2023	Approp/Adjustment								
				Emergency Management							
				26,186.00							
				1,635.00	BK:001 CK:294203 Inv:0000449265 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:294574 Inv:0000450480 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:295415 Inv:0000452044 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:296380 Inv:0000453294 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:297178 Inv:0000454296 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:297870 Inv:455628 Emergency Management Vend:025648 ERS WIRELESS 455628 Emergency						
				1,635.00	BK:001 CK:299014 Inv:0000457173 Vend:025648 ERS WIRELESS EMG MGT						
				515.50	BK:001 CK:299375 Inv:0000457511 Vend:025648 ERS WIRELESS EMER MGMT						
				1,635.00	BK:001 CK:299547 Inv:0000458014 Vend:025648 ERS WIRELESS EMG MGT						
				676.52	BK:001 CK:299695 Inv:2023231 Vend:004334 ALEXANDER ELECTRIC, INC. EMG MGT						
				1,171.65	BK:001 CK:300173 Inv:R02504145 Vend:006913 TEAMVIEWER GERMANY GmbH EMGMGT						
				1,635.00	BK:001 CK:300171 Inv:0000459126 Vend:025648 ERS WIRELESS EMGMGT						
				1,635.00	BK:001 CK:300692 Inv:0000460325 Vend:025648 ERS WIRELESS EMG MGMT						
				157.50	BK:001 CK:301494 Inv:0000460456 Vend:025648 ERS WIRELESS EMGMGT						
				1,635.00	BK:001 CK:301946 Inv:0000461423 Vend:025648 ERS WIRELESS EMGMGT						
				253.00	BK:001 CK:301946 Inv:0000461578 Vend:025648 ERS WIRELESS EMGMGT						
				695.00	BK:001 CK:302275 Inv:N/A Vend:007456 ECS-Electronic Communication EMGMGT						
				1,635.00	BK:001 CK:302630 Inv:0000462503 Vend:025648 ERS WIRELESS EMGMGT						
				(1,751.40)	CAT TRN 12/22/23						
				Emergency Management							
				26,186.00							
				1,635.00	BK:001 CK:294203 Inv:0000449265 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:294574 Inv:0000450480 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:295415 Inv:0000452044 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:296380 Inv:0000453294 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:297178 Inv:0000454296 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:297870 Inv:455628 Emergency Management Vend:025648 ERS WIRELESS 455628 Emergency						
				1,635.00	BK:001 CK:299014 Inv:0000457173 Vend:025648 ERS WIRELESS EMG MGT						
				515.50	BK:001 CK:299375 Inv:0000457511 Vend:025648 ERS WIRELESS EMER MGMT						
				1,635.00	BK:001 CK:299547 Inv:0000458014 Vend:025648 ERS WIRELESS EMG MGT						
				676.52	BK:001 CK:299695 Inv:2023231 Vend:004334 ALEXANDER ELECTRIC, INC. EMG MGT						
				1,171.65	BK:001 CK:300173 Inv:R02504145 Vend:006913 TEAMVIEWER GERMANY GmbH EMGMGT						
				1,635.00	BK:001 CK:300171 Inv:0000459126 Vend:025648 ERS WIRELESS EMGMGT						
				1,635.00	BK:001 CK:300692 Inv:0000460325 Vend:025648 ERS WIRELESS EMG MGMT						
				157.50	BK:001 CK:301494 Inv:0000460456 Vend:025648 ERS WIRELESS EMGMGT						
				1,635.00	BK:001 CK:301946 Inv:0000461423 Vend:025648 ERS WIRELESS EMGMGT						
				253.00	BK:001 CK:301946 Inv:0000461578 Vend:025648 ERS WIRELESS EMGMGT						
				695.00	BK:001 CK:302275 Inv:N/A Vend:007456 ECS-Electronic Communication EMGMGT						
				1,635.00	BK:001 CK:302630 Inv:0000462503 Vend:025648 ERS WIRELESS EMGMGT						
				(1,751.40)	CAT TRN 12/22/23						
				Emergency Management							
				26,186.00							
				1,635.00	BK:001 CK:294203 Inv:0000449265 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:294574 Inv:0000450480 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:295415 Inv:0000452044 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:296380 Inv:0000453294 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:297178 Inv:0000454296 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:297870 Inv:455628 Emergency Management Vend:025648 ERS WIRELESS 455628 Emergency						
				1,635.00	BK:001 CK:299014 Inv:0000457173 Vend:025648 ERS WIRELESS EMG MGT						
				515.50	BK:001 CK:299375 Inv:0000457511 Vend:025648 ERS WIRELESS EMER MGMT						
				1,635.00	BK:001 CK:299547 Inv:0000458014 Vend:025648 ERS WIRELESS EMG MGT						
				676.52	BK:001 CK:299695 Inv:2023231 Vend:004334 ALEXANDER ELECTRIC, INC. EMG MGT						
				1,171.65	BK:001 CK:300173 Inv:R02504145 Vend:006913 TEAMVIEWER GERMANY GmbH EMGMGT						
				1,635.00	BK:001 CK:300171 Inv:0000459126 Vend:025648 ERS WIRELESS EMGMGT						
				1,635.00	BK:001 CK:300692 Inv:0000460325 Vend:025648 ERS WIRELESS EMG MGMT						
				157.50	BK:001 CK:301494 Inv:0000460456 Vend:025648 ERS WIRELESS EMGMGT						
				1,635.00	BK:001 CK:301946 Inv:0000461423 Vend:025648 ERS WIRELESS EMGMGT						
				253.00	BK:001 CK:301946 Inv:0000461578 Vend:025648 ERS WIRELESS EMGMGT						
				695.00	BK:001 CK:302275 Inv:N/A Vend:007456 ECS-Electronic Communication EMGMGT						
				1,635.00	BK:001 CK:302630 Inv:0000462503 Vend:025648 ERS WIRELESS EMGMGT						
				(1,751.40)	CAT TRN 12/22/23						
				Emergency Management							
				26,186.00							
				1,635.00	BK:001 CK:294203 Inv:0000449265 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:294574 Inv:0000450480 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:295415 Inv:0000452044 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:296380 Inv:0000453294 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:297178 Inv:0000454296 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:297870 Inv:455628 Emergency Management Vend:025648 ERS WIRELESS 455628 Emergency						
				1,635.00	BK:001 CK:299014 Inv:0000457173 Vend:025648 ERS WIRELESS EMG MGT						
				515.50	BK:001 CK:299375 Inv:0000457511 Vend:025648 ERS WIRELESS EMER MGMT						
				1,635.00	BK:001 CK:299547 Inv:0000458014 Vend:025648 ERS WIRELESS EMG MGT						
				676.52	BK:001 CK:299695 Inv:2023231 Vend:004334 ALEXANDER ELECTRIC, INC. EMG MGT						
				1,171.65	BK:001 CK:300173 Inv:R02504145 Vend:006913 TEAMVIEWER GERMANY GmbH EMGMGT						
				1,635.00	BK:001 CK:300171 Inv:0000459126 Vend:025648 ERS WIRELESS EMGMGT						
				1,635.00	BK:001 CK:300692 Inv:0000460325 Vend:025648 ERS WIRELESS EMG MGMT						
				157.50	BK:001 CK:301494 Inv:0000460456 Vend:025648 ERS WIRELESS EMGMGT						
				1,635.00	BK:001 CK:301946 Inv:0000461423 Vend:025648 ERS WIRELESS EMGMGT						
				253.00	BK:001 CK:301946 Inv:0000461578 Vend:025648 ERS WIRELESS EMGMGT						
				695.00	BK:001 CK:302275 Inv:N/A Vend:007456 ECS-Electronic Communication EMGMGT						
				1,635.00	BK:001 CK:302630 Inv:0000462503 Vend:025648 ERS WIRELESS EMGMGT						
				(1,751.40)	CAT TRN 12/22/23						
				Emergency Management							
				26,186.00							
				1,635.00	BK:001 CK:294203 Inv:0000449265 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:294574 Inv:0000450480 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:295415 Inv:0000452044 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:296380 Inv:0000453294 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:297178 Inv:0000454296 Vend:025648 ERS WIRELESS EMG MGT						
				1,635.00	BK:001 CK:297870 Inv:455628 Emergency Management Vend:025648 ERS WIRELESS 455628 Emergency						
				1,635.00	BK:001 CK:299014 Inv:0000457173 Vend:025648 ERS WIRELESS EMG MGT						
				515.50	BK:001 CK:299375 Inv:0000457511 Vend:025648 ERS WIRELESS EMER MGMT						
				1,635.00	BK:001 CK:299547 Inv:0000458014 Vend:025648 ERS WIRELESS EMG MGT						
				676.52	BK:001 CK:299695 Inv:2023231 Vend:004334 ALEXANDER ELECTRIC, INC. EMG MGT						
				1,171.65	BK:001 CK:300173 Inv:R02504145 Vend:006913 TEAMVIEWER GERMANY GmbH EMGMGT						
				1,635.00	BK:001 CK:300171 Inv:0						

Combined Ledger (All Detail) as of 12/30/2023

The Last Posted Date is 10/31/2023.

Fund 1000 County General for 01/01/2023 thru 12/30/2023

Budget
Account Code
 1000.13701.00000.0361 Deputy Director

Effective
Date
 01/01/2023

Transaction
Date
 01/01/2023

Transaction
Type
 Approp/BdgtProj

Amount
Other Data
 Emergency Management

01/01/2023	01/01/2023	01/01/2023	Approp/BdgtProj	49,840.00	
01/13/2023	01/10/2023	01/10/2023	Pay/PayDist	1,916.80	BK:002 Payroll Dist
01/27/2023	01/24/2023	01/24/2023	Pay/PayDist	1,916.80	BK:002 Payroll Dist
02/10/2023	02/07/2023	02/07/2023	Pay/PayDist	1,916.80	BK:002 Payroll Dist
02/24/2023	02/17/2023	02/17/2023	Pay/PayDist	2,129.60	BK:002 Payroll Dist
03/10/2023	03/03/2023	03/03/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
03/24/2023	03/17/2023	03/17/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
04/06/2023	03/31/2023	03/31/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
04/21/2023	04/17/2023	04/17/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
05/05/2023	04/28/2023	04/28/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
05/19/2023	05/15/2023	05/15/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
06/02/2023	05/25/2023	05/25/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
06/16/2023	06/09/2023	06/09/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
06/30/2023	06/26/2023	06/26/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
07/14/2023	07/10/2023	07/10/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
07/28/2023	07/24/2023	07/24/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
08/11/2023	08/06/2023	08/06/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
08/25/2023	08/21/2023	08/21/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
09/08/2023	09/05/2023	09/05/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
09/22/2023	09/18/2023	09/18/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
10/06/2023	10/02/2023	10/02/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
10/20/2023	10/16/2023	10/16/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
11/03/2023	10/30/2023	10/30/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
11/17/2023	11/13/2023	11/13/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
12/01/2023	11/27/2023	11/27/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
12/15/2023	12/11/2023	12/11/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist
12/28/2023	12/21/2023	12/21/2023	Pay/PayDist	2,023.20	BK:002 Payroll Dist

Estimated
Revenue
 Current 0.00
 Total 0.00

Receipts
 0.00
 0.00

Expenditure
 6,069.60
 52,390.40

Unreceived Revenue: 0.00
Unexpended: (2,550.40)
Cash: (52,390.40)

Financial

12/22/2023 08:59 AM by CWOODRUFF

** Information obtained from the Investment System.

Combined Ledger (All Detail) as of 12/30/2023

The Last Posted Date is 10/31/2023.

Fund 1000 County General for 01/01/2023 thru 12/30/2023

Monroe County

Budget Account Code	Effective Date	Transaction Date	Transaction Type	Amount Other Data
1000.15115.00000.0361	Director			Emergency Management
01/01/2023	01/01/2023	Approp/BdglProj		58,663.00
01/13/2023	01/10/2023	Pay/PayDist		2,256.00 BK:002 Payroll Dist
01/27/2023	01/24/2023	Pay/PayDist		2,256.00 BK:002 Payroll Dist
02/10/2023	02/07/2023	Pay/PayDist		2,256.00 BK:002 Payroll Dist
02/24/2023	02/17/2023	Pay/PayDist		2,256.00 BK:002 Payroll Dist
03/10/2023	03/03/2023	Pay/PayDist		2,256.00 BK:002 Payroll Dist
03/24/2023	03/17/2023	Pay/PayDist		2,256.00 BK:002 Payroll Dist
04/06/2023	03/31/2023	Pay/PayDist		2,256.00 BK:002 Payroll Dist
04/21/2023	04/17/2023	Pay/PayDist		2,256.00 BK:002 Payroll Dist
05/05/2023	04/28/2023	Pay/PayDist		2,256.00 BK:002 Payroll Dist
05/19/2023	05/15/2023	Pay/PayDist		2,256.00 BK:002 Payroll Dist
06/02/2023	05/25/2023	Pay/PayDist		2,256.00 BK:002 Payroll Dist
06/16/2023	06/09/2023	Pay/PayDist		2,256.00 BK:002 Payroll Dist
06/30/2023	06/26/2023	Pay/PayDist		2,381.60 BK:002 Payroll Dist
07/14/2023	07/10/2023	Pay/PayDist		2,381.60 BK:002 Payroll Dist
07/28/2023	07/24/2023	Pay/PayDist		2,381.60 BK:002 Payroll Dist
08/11/2023	08/08/2023	Pay/PayDist		2,381.60 BK:002 Payroll Dist
08/25/2023	08/21/2023	Pay/PayDist		2,381.60 BK:002 Payroll Dist
09/08/2023	09/05/2023	Pay/PayDist		2,381.60 BK:002 Payroll Dist
09/22/2023	09/18/2023	Pay/PayDist		2,381.60 BK:002 Payroll Dist
10/06/2023	10/02/2023	Pay/PayDist		2,381.60 BK:002 Payroll Dist
10/20/2023	10/16/2023	Pay/PayDist		2,381.60 BK:002 Payroll Dist
11/03/2023	10/30/2023	Pay/PayDist		2,381.60 BK:002 Payroll Dist
11/17/2023	11/13/2023	Pay/PayDist		2,381.60 BK:002 Payroll Dist
12/01/2023	11/27/2023	Pay/PayDist		2,381.60 BK:002 Payroll Dist
12/15/2023	12/11/2023	Pay/PayDist		2,381.60 BK:002 Payroll Dist
12/28/2023	12/21/2023	Pay/PayDist		2,381.60 BK:002 Payroll Dist
Estimated				
Current	Revenue			
Total	0.00	Receipts	Appropriation	Expenditure
	0.00	0.00	0.00	7,144.80
		0.00	58,663.00	60,414.40
Unreceived Revenue:				0.00
Unexpended:				(1,751.40)
Cash:				(60,414.40)

Financial

12/22/2023 08:59 AM by CWOODRUFF

** Information obtained from the Investment System.

Combined Ledger (All Detail) as of 12/30/2023

The Last Posted Date is 10/31/2023.

Fund 1000 County General for 01/01/2023 thru 12/30/2023

Budget Account Code	Effective Date	Transaction Date	Transaction Type	Amount	Other Data
1000.18101.00000.0361 FICA				Emergency Management	
	01/01/2023	01/01/2023	Approp/BdgtProj	8,638.00	
	01/13/2023	01/10/2023	Claim/EFTDedDist	249.90	Vend:009413 (fed Tax Ach) DDCir-SOC
	01/13/2023	01/10/2023	Claim/EFTDedDist	58.44	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED
	01/27/2023	01/24/2023	Claim/EFTDedDist	249.90	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC
	01/27/2023	01/24/2023	Claim/EFTDedDist	58.44	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED
	02/10/2023	02/07/2023	Claim/EFTDedDist	249.90	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC
	02/10/2023	02/07/2023	Claim/EFTDedDist	58.44	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED
	02/10/2023	02/07/2023	Claim/EFTDedDist	12.40	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC
	02/10/2023	02/07/2023	Claim/EFTDedDist	2.90	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED
	02/24/2023	02/17/2023	Claim/EFTDedDist	263.09	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC
	02/24/2023	02/17/2023	Claim/EFTDedDist	61.53	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED
	03/10/2023	03/03/2023	Claim/EFTDedDist	256.49	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC
	03/10/2023	03/03/2023	Claim/EFTDedDist	59.99	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED
	03/24/2023	03/17/2023	Claim/EFTDedDist	256.49	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC
	03/24/2023	03/17/2023	Claim/EFTDedDist	59.99	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED
	04/06/2023	03/31/2023	Claim/EFTDedDist	256.49	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC
	04/06/2023	03/31/2023	Claim/EFTDedDist	59.99	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED
	04/14/2023	04/14/2023	Approp/Adjustment	(306.00)	DeApp 2/14/2023
	04/21/2023	04/17/2023	Claim/EFTDedDist	256.49	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC
	04/21/2023	04/17/2023	Claim/EFTDedDist	59.99	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED
	05/05/2023	04/28/2023	Claim/EFTDedDist	256.49	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC
	05/05/2023	04/28/2023	Claim/EFTDedDist	59.99	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED
	05/19/2023	05/15/2023	Claim/EFTDedDist	256.49	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC
	05/19/2023	05/15/2023	Claim/EFTDedDist	59.99	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED
	06/02/2023	05/25/2023	Claim/EFTDedDist	256.49	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC
	06/02/2023	05/25/2023	Claim/EFTDedDist	59.99	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED
	06/16/2023	06/09/2023	Claim/EFTDedDist	256.49	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC
	06/16/2023	06/09/2023	Claim/EFTDedDist	59.99	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED
	06/30/2023	06/26/2023	Claim/EFTDedDist	264.27	BK:002 Vend:009413 (fed Tax Ach) DDCir-SOC
	06/30/2023	06/26/2023	Claim/EFTDedDist	61.81	BK:002 Vend:009413 (fed Tax Ach) DDCir-MED
	07/06/2023	07/06/2023	Claim/Adjustment	12.40	BK:002 Vend:009413 (fed Tax Ach) COR 7/6/23
	07/06/2023	07/06/2023	Claim/Adjustment	2.90	BK:002 Vend:009413 (fed Tax Ach) COR 7/6/23

Financial

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** Information obtained from the Investment System.

Combined Ledger (All Detail) as of 12/30/2023

The Last Posted Date is 10/31/2023.

Fund 1000 County General for 01/01/2023 thru 12/30/2023

Budget Effective Transaction Transaction
Account Code Date Date Type
1000.18101.00000.0361 FICA

Amount Other Data
Emergency Management

07/14/2023	07/10/2023	Claim/EFTDedDist	264.27	BK:002	Vend:009413 (fed Tax Ach) DDClr-SOC
07/14/2023	07/10/2023	Claim/EFTDedDist	61.81	BK:002	Vend:009413 (fed Tax Ach) DDClr-MED
07/28/2023	07/24/2023	Claim/EFTDedDist	264.27	BK:002	Vend:009413 (fed Tax Ach) DDClr-SOC
07/28/2023	07/24/2023	Claim/EFTDedDist	61.81	BK:002	Vend:009413 (fed Tax Ach) DDClr-MED
08/11/2023	08/08/2023	Claim/EFTDedDist	264.27	BK:002	Vend:009413 (fed Tax Ach) DDClr-SOC
08/11/2023	08/08/2023	Claim/EFTDedDist	61.81	BK:002	Vend:009413 (fed Tax Ach) DDClr-MED
08/25/2023	08/21/2023	Claim/EFTDedDist	264.27	BK:002	Vend:009413 (fed Tax Ach) DDClr-SOC
08/25/2023	08/21/2023	Claim/EFTDedDist	61.81	BK:002	Vend:009413 (fed Tax Ach) DDClr-MED
09/08/2023	09/05/2023	Claim/EFTDedDist	264.27	BK:002	Vend:009413 (fed Tax Ach) DDClr-SOC
09/08/2023	09/05/2023	Claim/EFTDedDist	61.81	BK:002	Vend:009413 (fed Tax Ach) DDClr-MED
09/22/2023	09/18/2023	Claim/EFTDedDist	264.27	BK:002	Vend:009413 (fed Tax Ach) DDClr-SOC
09/22/2023	09/18/2023	Claim/EFTDedDist	61.81	BK:002	Vend:009413 (fed Tax Ach) DDClr-MED
10/06/2023	10/02/2023	Claim/EFTDedDist	264.27	BK:002	Vend:009413 (fed Tax Ach) DDClr-SOC
10/06/2023	10/02/2023	Claim/EFTDedDist	61.81	BK:002	Vend:009413 (fed Tax Ach) DDClr-MED
10/20/2023	10/16/2023	Claim/EFTDedDist	264.27	BK:002	Vend:009413 (fed Tax Ach) DDClr-SOC
10/20/2023	10/16/2023	Claim/EFTDedDist	61.81	BK:002	Vend:009413 (fed Tax Ach) DDClr-MED
11/03/2023	10/30/2023	Claim/EFTDedDist	264.27	BK:002	Vend:009413 (fed Tax Ach) DDClr-SOC
11/03/2023	10/30/2023	Claim/EFTDedDist	61.81	BK:002	Vend:009413 (fed Tax Ach) DDClr-MED
11/17/2023	11/13/2023	Claim/EFTDedDist	264.27	BK:002	Vend:009413 (fed Tax Ach) DDClr-SOC
11/17/2023	11/13/2023	Claim/EFTDedDist	61.81	BK:002	Vend:009413 (fed Tax Ach) DDClr-MED
12/01/2023	11/27/2023	Claim/EFTDedDist	264.27	BK:002	Vend:009413 (fed Tax Ach) DDClr-SOC
12/01/2023	11/27/2023	Claim/EFTDedDist	61.81	BK:002	Vend:009413 (fed Tax Ach) DDClr-MED
12/15/2023	12/11/2023	Claim/EFTDedDist	264.27	BK:002	Vend:009413 (fed Tax Ach) DDClr-SOC
12/15/2023	12/11/2023	Claim/EFTDedDist	61.81	BK:002	Vend:009413 (fed Tax Ach) DDClr-MED
12/28/2023	12/21/2023	Claim/EFTDedDist	264.27	BK:002	Vend:009413 (fed Tax Ach) DDClr-SOC
12/28/2023	12/21/2023	Claim/EFTDedDist	61.81	BK:002	Vend:009413 (fed Tax Ach) DDClr-MED

Estimated
Revenue
Current 0.00
Total 0.00

Receipts
0.00
0.00

Unreceived Revenue: 0.00
Unexpended: (45.20)
Cash: (8,377.20)

Financial

12/22/2023 08:59 AM by CWOODRUFF

** Information obtained from the Investment System.

Combined Ledger (All Detail) as of 12/30/2023

The Last Posted Date is 10/31/2023.

Fund 1000 County General for 01/01/2023 thru 12/30/2023

Budget	Effective	Transaction	Transaction	Amount	Other Data
Account Code	Date	Date	Type	Emergency Management	
1000.18201.00000.0361	PERF			15,408.00	
	01/01/2023	01/01/2023	Approp/BdgtProj		
	01/13/2023	01/10/2023	Claim/EFTDedDist	467.35	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	01/13/2023	01/10/2023	Claim/EFTDedDist	125.18	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	01/27/2023	01/24/2023	Claim/EFTDedDist	467.35	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	01/27/2023	01/24/2023	Claim/EFTDedDist	125.18	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	02/10/2023	02/07/2023	Claim/EFTDedDist	467.35	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	02/10/2023	02/07/2023	Claim/EFTDedDist	125.18	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	02/24/2023	02/17/2023	Claim/EFTDedDist	491.19	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	02/24/2023	02/17/2023	Claim/EFTDedDist	131.57	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	03/10/2023	03/03/2023	Claim/EFTDedDist	479.27	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	03/10/2023	03/03/2023	Claim/EFTDedDist	128.38	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	03/24/2023	03/17/2023	Claim/EFTDedDist	479.27	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	03/24/2023	03/17/2023	Claim/EFTDedDist	128.38	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	04/06/2023	03/31/2023	Claim/EFTDedDist	479.27	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	04/06/2023	03/31/2023	Claim/EFTDedDist	128.38	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	04/21/2023	04/17/2023	Claim/EFTDedDist	479.27	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	04/21/2023	04/17/2023	Claim/EFTDedDist	128.38	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	05/05/2023	04/28/2023	Claim/EFTDedDist	479.27	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	05/05/2023	04/28/2023	Claim/EFTDedDist	128.38	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	05/19/2023	05/15/2023	Claim/EFTDedDist	479.27	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	05/19/2023	05/15/2023	Claim/EFTDedDist	128.38	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	06/02/2023	05/25/2023	Claim/EFTDedDist	479.27	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	06/02/2023	05/25/2023	Claim/EFTDedDist	128.38	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	06/16/2023	06/09/2023	Claim/EFTDedDist	479.27	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	06/16/2023	06/09/2023	Claim/EFTDedDist	128.38	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	06/30/2023	06/26/2023	Claim/EFTDedDist	493.34	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	06/30/2023	06/26/2023	Claim/EFTDedDist	132.15	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	07/14/2023	07/10/2023	Claim/EFTDedDist	493.34	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	07/14/2023	07/10/2023	Claim/EFTDedDist	132.15	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	07/28/2023	07/24/2023	Claim/EFTDedDist	493.34	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	07/28/2023	07/24/2023	Claim/EFTDedDist	132.15	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF
	08/11/2023	08/08/2023	Claim/EFTDedDist	493.34	BK:004 Vend:001207 Public Employees Retirement Fu DDCir-PERF

Financial

** Information obtained from the Investment System.

12/22/2023 08:59 AM by CWOODRUFF

Combined Ledger (All Detail) as of 12/30/2023

The Last Posted Date is 10/31/2023.

Fund 1000 County General for 01/01/2023 thru 12/30/2023

Monroe County

Budget Account Code	Effective Date	Transaction Date	Transaction Type	Amount Other Data
1000.18201.00000.0361	PERF			Emergency Management
08/11/2023	08/08/2023	Claim/EFTDedDist		132.15 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
08/25/2023	08/21/2023	Claim/EFTDedDist		493.34 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
08/25/2023	08/21/2023	Claim/EFTDedDist		132.15 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
09/08/2023	09/05/2023	Claim/EFTDedDist		493.34 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
09/08/2023	09/05/2023	Claim/EFTDedDist		132.15 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
09/22/2023	09/18/2023	Claim/EFTDedDist		493.34 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
09/22/2023	09/18/2023	Claim/EFTDedDist		132.15 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
10/06/2023	10/02/2023	Claim/EFTDedDist		493.34 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
10/06/2023	10/02/2023	Claim/EFTDedDist		132.15 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
10/20/2023	10/16/2023	Claim/EFTDedDist		493.34 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
10/20/2023	10/16/2023	Claim/EFTDedDist		132.15 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
11/03/2023	10/30/2023	Claim/EFTDedDist		493.34 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
11/03/2023	10/30/2023	Claim/EFTDedDist		132.15 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
11/17/2023	11/13/2023	Claim/EFTDedDist		493.34 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
11/17/2023	11/13/2023	Claim/EFTDedDist		132.15 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
12/01/2023	11/27/2023	Claim/EFTDedDist		493.34 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
12/01/2023	11/27/2023	Claim/EFTDedDist		132.15 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
12/15/2023	12/11/2023	Claim/EFTDedDist		493.34 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
12/15/2023	12/11/2023	Claim/EFTDedDist		132.15 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
12/28/2023	12/21/2023	Claim/EFTDedDist		493.34 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
12/28/2023	12/21/2023	Claim/EFTDedDist		132.15 BK:004 Vend:001207 Public Employees Retirement Fu DDCIr-PERF
Estimated				
Current	Revenue	0.00	Receipts	0.00
Total	0.00	0.00	Expenditure	1,876.47
Program Supplies				15,408.00
1000.20210.00000.0351				Emergency Management
01/01/2023	01/01/2023	Approp/BdgtProj		2,500.00
04/26/2023	04/26/2023	Claim/RegDocket		813.00 BK:001 CK:296382 Inv:18420 Vend:007433 SALAMANDER TECHNOLOGIES LLC EMG MGT
11/29/2023	11/29/2023	Claim/RegDocket		89.90 BK:001 CK:301792 Inv:0005952793 Vend:000510 THE HERALD TIMES EMGMGT
12/13/2023	12/13/2023	Claim/RegDocket		77.94 BK:001 CK:302589 Inv:N/A Vend:020474 First Financial Bank EMGMGT
Unreceived Revenue:				0.00
Unexpended:				(610.41)
Cash:				(16,018.41)

Financial

12/22/2023 06:59 AM by CWOODRUFF

** Information obtained from the Investment System.

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**** Information obtained from the Investment System.**

Combined Ledger (All Detail) as of 12/30/2023

The Last Posted Date is 10/31/2023.

Fund 1000 County General for 01/01/2023 thru 12/30/2023

Budget Account Code	Effective Date	Transaction Date	Transaction Type
1000.35050.00000.0361	Radio & CD Sirens		
10/04/2023	10/04/2023	10/04/2023	Claim/RegDocket
10/25/2023	10/25/2023	10/25/2023	Claim/RegDocket
11/15/2023	11/15/2023	11/15/2023	Claim/RegDocket
11/29/2023	11/29/2023	11/29/2023	Claim/RegDocket
11/29/2023	11/29/2023	11/29/2023	Claim/RegDocket
12/06/2023	12/06/2023	12/06/2023	Claim/RegDocket
12/20/2023	12/20/2023	12/20/2023	Claim/RegDocket

Amount Other Data
Emergency Management

1,635.00	BK:001 CK:300171	Inv:00000459126	Vend:025648	ERS WIRELESS EMGMGT
1,635.00	BK:001 CK:300692	Inv:0000460325	Vend:025648	ERS WIRELESS EMG MGMT
157.50	BK:001 CK:301494	Inv:0000460456	Vend:025648	ERS WIRELESS EMGMGT
1,635.00	BK:001 CK:301946	Inv:0000461423	Vend:025648	ERS WIRELESS EMGMGT
253.00	BK:001 CK:301946	Inv:0000461578	Vend:025648	ERS WIRELESS EMGMGT
695.00	BK:001 CK:302275	Inv:N/A	Vend:007456	ECS-Electronic Communication EMGMGT
1,635.00	BK:001 CK:302630	Inv:0000462503	Vend:025648	ERS WIRELESS EMGMGT

Estimated

Current	Receipts	Appropriation	Expenditure	Unreceived Revenue:
0.00	0.00	0.00	2,330.00	Unexpended:
Total	0.00	26,186.00	23,089.17	Cash:
				0.00
				3,096.83
				(23,089.17)

Acct	Obj	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Unexpend Pct
☐ Fund : 1000									
☐ Loc : 0361									
13701	00000	0.00	49,840.00	0.00	2,550.40	52,390.40	50,367.20	2,023.20	3.86%
15115	00000	0.00	58,663.00	0.00	1,751.40	60,414.40	58,032.80	2,381.60	3.94%
17601	00000	0.00	400.00	0.00	0.00	400.00	400.00	0.00	0.00%
17899	00000	0.00	4,000.00	0.00	(4,000.00)	0.00	0.00	0.00	0.00%
18001	00000	0.00	24,000.00	0.00	0.00	24,000.00	24,000.00	0.00	0.00%
18101	00000	0.00	8,638.00	0.00	(260.80)	8,377.20	8,051.12	326.08	3.89%
18201	00000	0.00	15,408.00	0.00	610.41	16,018.41	15,392.92	625.49	3.90%
20001	00000	0.00	500.00	0.00	0.00	500.00	246.06	253.94	50.79%
20100	00000	0.00	2,600.00	0.00	0.00	2,600.00	1,929.27	670.73	25.80%
20210	00000	0.00	2,600.00	0.00	(655.61)	1,944.39	980.84	963.55	49.56%
30025	00000	0.00	900.00	0.00	0.00	900.00	0.00	900.00	100.00%
30028	00000	0.00	9,500.00	0.00	(2,550.40)	6,949.60	6,846.45	103.15	1.48%
30800	00000	0.00	50.00	0.00	0.00	50.00	0.00	50.00	100.00%
35050	00000	0.00	26,186.00	0.00	(1,751.40)	24,434.60	23,089.17	1,345.43	5.51%
35051	00000	0.00	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	100.00%
35052	00000	0.00	0.00	60,000.00	9,872.74	69,872.74	49,561.68	20,311.06	29.07%
		0.00	203,285.00	60,000.00	10,566.74	273,851.74	238,897.51	34,954.23	12.76%
		0.00	203,285.00	60,000.00	10,566.74	273,851.74	238,897.51	34,954.23	12.76%
		0.00	203,285.00	60,000.00	10,566.74	273,851.74	238,897.51	34,954.23	12.76%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Highway MEETING DATE REQUESTED (Tentative): January 9, 2024
Request Presenter(s): Lisa Ridge Phone:

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☒ Additional Appropriation(s)

Fund Name:

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

We recently worked with the Auditor's office to establish our grant funds. We are needing to appropriate the funds for the project for construction and construction inspection.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.

MEETING DATE REQUESTED *(Tentative)*: 1/9/2024

Fund Number:	8172	Location Number:	0000
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Contact the Council Administrator (Ext. 2516) for new numbers and/or clarification on account numbers.

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Project Name:	Liberty Drive to Karst Trail	
Fund#	8172	
CFDA#	20.205	
Project/Des #	1900405	
Total Grant Award/Allocated Funds	\$389,209.00	This amount will increase at Letting per INDOT to split the project to 80/20
Total Match	\$2,043,791.00	
Grand Total Grant Funding	\$2,433,000.00	
Design Cost	\$101,865.00	
Local Responsibility	\$101,865.00	
Right-of-Way Cost	\$295,000.00	
Local Responsibility	\$295,000.00	
Construction Cost	\$1,900,000.00	
Local Responsibility	\$1,510,791.00	
Construction Inspection Cost	\$247,000.00	
Local Responsibility	\$49,400.00	

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY

PROJECT COORDINATION CONTRACT
CONTRACT #0000000000000000000068050

2022017614 MIS \$0.00
12/19/2022 09:54:51A 17 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented


Des. No.: 1900405

UEI #NR8WKTGZKCH7

CFDA No.: 20.205

This Contract is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the **MONROE COUNTY**, a local public agency in the State of Indiana (hereinafter referred to as the "LPA"), and collectively referred to as the "PARTIES" is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N758-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204

B. Notices to INDOT regarding project management shall be sent to respective District Office:

INDOT Seymour District
185 Agrico Lane
Seymour, Indiana 47274

C. Notices to the LPA shall be sent to:

Monroe County
100 West Kirkwood Avenue
Bloomington, Indiana 47404

RECITALS

WHEREAS, the LPA has submitted an application to receive federal funds for the project described in Attachment A (the "Project"), which is attached herein and made an integral part of this Contract; and

WHEREAS, INDOT has approved of the LPA's application for federal funding, and the PARTIES desire to enter into this Contract to establish the responsibilities for the Project; and

WHEREAS, the LPA shall be responsible for its share of the Project cost as stated in this Contract, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all federal requirements and fiscally manage the Project; and

WHEREAS, the PARTIES have determined the Project is in the best interests of the citizens of the State of Indiana; and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

I. PROJECT DESCRIPTION.

1.1. The Parties are entering into this Contract to complete the Project described as follows:

Des. No. 1904005
Program: Group II - Local Transportation Alternatives
Type of Project: Bike and Pedestrian facilities
General Scope/Location: Liberty Drive, connecting to Kast Trail

II. LPA RESPONSIBILITIES.

- 2.1. The LPA shall complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance, including the INDOT's LPA Guidance Document (See <https://www.in.gov/indot/2390.htm>). The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
- 2.2. The LPA shall select the consultant in accordance with INDOT's consultant selection procedure for the consultant services to be eligible for federal funding or federal credits.
- 2.3. If the LPA contracts with a consultant, contractor, or other agent to complete work on the Project, the LPA may use either the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm>, or an agreement that has been reviewed and approved by INDOT.
- 2.4. The LPA shall provide all relevant documents including, but not limited to, all plans, specifications, and special provisions, to INDOT for its review. Upon INDOT's review, the LPA shall modify the submittal in

- accordance with INDOT's modifications or comments, if any. If the LPA fails to provide a submittal, untimely provides the submittal, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
- 2.5. The LPA shall complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
 - 2.6. If the LPA fails to meet any of the requirements of Sections 2.1, 2.2, 2.4, or 2.5 above, INDOT will not let the construction Project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
 - 2.7. The cost of the invoice of the construction, utility, and/or railroad work shall be paid by the LPA no later than thirty (30) calendar days from the date of letting.
 - 2.8. The LPA shall make timely payments of costs to INDOT to avoid delays and increased costs to the Project. If the LPA fails to make timely payments of the full amount invoiced by INDOT, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in I.A.1 of Attachment A, which is attached hereto and incorporated herein by referenced, and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
 - 2.9. The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the Project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
 - 2.10. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this Section are deemed to be incompetent, inadequate or are otherwise insufficient, or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - 2.10.1. If project inspection will be provided by full-time LPA employees, the personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on Page 1 of the Contract for payment.
 - 2.10.2. If project inspection will be provided by the LPA's consultant, INDOT must approve, in writing, the consultant personnel prior to their assignment to the Project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on page 1 of this Contract for payment.
 - 2.11. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the Project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
 - 2.12. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.

2.13. If FHWA or INDOT invokes sanctions per Section 6.6.2. of this Contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:

2.13.1. In the event of a correctable noncompliance, the LPA shall make the corrections to the satisfaction of FHWA and INDOT in a reasonable amount of time. In the event the LPA fails to make the required corrections, Sections 2.14.2 and 2.14.3 (as applicable) shall apply.

2.13.2. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, Section 2.14.2 shall apply and adjustments shall be made as follows:

- A. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation which have been paid by INDOT to the LPA.
- B. If no right-of-way costs have been paid by INDOT to the LPA or on the LPA's behalf, INDOT shall not pay any claim or billing for right-of-way that is subject to the FHWA citation.
- C. The LPA is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.

2.13.3. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA's noncompliance with right-of-way requirements, and construction work has commenced, the following shall apply:

- A. INDOT may elect to terminate, suspend, or continue construction work in accordance with the provisions of the construction contract.
- B. INDOT may elect to pay its obligations under the provisions of the construction contract.
- C. If the noncompliance can be corrected, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.
- D. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA shall reimburse INDOT the full amount the LPA paid for said construction work, less the amount of federal funds allowed by FHWA.

2.13.4. The LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.

2.13.5. If for any reason INDOT is required to repay to FHWA the sum(s) of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum(s) within forty-five (45) days after receipt of an invoice from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

III. INDOT RESPONSIBILITIES.

3.1. INDOT shall have full authority and access to inspect and review all plans, specifications, and special provisions for the Project, regardless of when those plans, specifications, special provisions, or other such Project documents were created.

3.2. After the LPA has submitted and INDOT has accepted all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.

- 3.3. If the LPA owes INDOT money which is more than sixty (60) days past due, INDOT will not open the construction bids for the Project.
- 3.4. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment A, and fulfillment of all other pre-letting obligations of this Contract, INDOT shall, in accordance with applicable laws and rules, including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11, conduct a scheduled letting.
- 3.5. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
- 3.6. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
- 3.7. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA's share of the construction cost.
- 3.8. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
- 3.9. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
- 3.10. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's invoice, make final payment to INDOT pursuant to Attachment A or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

IV. PROJECT FUNDS.

- 4.1. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment A (Project Funds).

V. TERM AND SCHEDULE.

- 5.1. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between July 1, 2023 and June 30, 2024, INDOT will make the federal funds shown in Section I.B. and/or Section I.C. of Attachment A available for the Project, provided the Project is eligible, and provided the federal funds shown in Section I.B. of Attachment A are available.
- 5.2. In the event that federal funds for the Project are not obligated during the time listed in Section 5.1, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between July 1, 2024 and June 30, 2026, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in Section I.B. and/or Section I.C. of Attachment A are available.
- 5.3. In the event that federal funds for the Project are not obligated during the period listed in Section 5.1 or Section 5.2, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse. If the LPA provides notice to INDOT that any purchase order can be closed for any phase of the Project, then the federal funds that had been obligated and/or allocated to the Project

shall be forfeited by the LPA as of the date of the notice. If a purchase order for any phase goes inactive after nine months, the federal funds shall be forfeited by the LPA.

- 5.4. If the Program is Group I or Group II, Sections 5.1, 5.2 and 5.3 do not apply; but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation.

VI. GENERAL PROVISIONS

- 6.1. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- 6.2. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 6.3. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State. The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

- 6.4. **Authority to Bind LPA.** The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.
- 6.5. **Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any Federal 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 agreement, 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 agreement, 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
- C. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6.6. Compliance with Laws.

- 6.6.1. The LPA 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 there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.
- 6.6.2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
- 6.6.3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
- 6.6.4. The LPA 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 LPA 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 Contract, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract. If the LPA is not familiar with these ethical requirements, the LPA 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 LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- 6.6.5. The LPA warrants that the LPA and its contractors 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 under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

6.6.6. As required by IC §5-22-3-7:

- (1) The LPA and any principals of the LPA certify that:
 - (A) the LPA, 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 LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA 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 the Contract, even if IC §24-4.7 is preempted by federal law.

6.7. **Debarment and Suspension.**

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract 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 LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

6.8. **Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

6.9. Disputes.

- 6.9.1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
 - 6.9.2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
 - 6.9.3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
 - 6.9.4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
 - 6.9.5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.
- 6.10. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the LPA 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 LPA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LPA'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;

- C. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (3)(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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring 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.

6.11. **Employment Eligibility Verification.** The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

- A. The LPA 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 LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and do not employee any employees.
- B. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.
- C. The LPA shall require its contractors, who perform work under this Contract, to certify to the LPA 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 LPA agrees to maintain this certification throughout the duration of the term of a contract with a contractor.

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

6.12. **Force Majeure.** In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

6.13. **Funding Cancellation Clause.** 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 the performance of this Contract, this Contract 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.

6.14. **Governing Laws.** This Contract 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.

6.15. **Indemnification.** The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- A. of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- B. of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- C. of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- D. the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

6.16. **Merger & Modification.** This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

6.17. **Non-Discrimination.**

6.17.1. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract 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's 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"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

- 6.17.2. INDOT is a recipient of federal funds, and therefore, where applicable, the LPA 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.

The LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran).

- 6.17.3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

- A. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- B. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
- D. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the

Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- 6.18. Payment. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- 6.19. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- 6.20. Pollution Control Requirements. If this Contract is for \$100,000 or more, the LPA:
- A. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - B. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 - C. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.

6.21. Prohibited Telecommunications and Video Surveillance Equipment and Services.

In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Contractor is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:

- A. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities),
OR
- B. Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua
Technology Company (or any subsidiary or affiliate of such entities),

for any purpose to fulfill its obligations under this Contract. The Contractor shall be responsible to ensure that any subcontractor is bound by and complies with the terms of this provision. Breach of this provision shall be considered a material breach of this Contract.

6.22. **Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.

6.23. **Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

6.24. **General.** This Contract represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract. The Recitals and "Notice to PARTIES" on page 1 of the Contract are hereby made an integral part and specifically incorporated into this Contract.

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Nori-Collusion

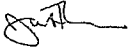
The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. 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 Contract, the Party 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://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The PARTIES having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

MONROE COUNTY

By: 
Title: Commissioner
Date: 12/7/2022

Indiana Department of Transportation

By: _____
Title: _____
Date: _____

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Rebecca Holwerda, Commissioner

By: (for) Zachary Q. Jackson, Director

Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on March 22, 2022.
F2-16

ATTACHMENT A

PROJECT FUNDS

I. Project Costs.

A. This contract is just for the one (1) phase checked below:

_____ Preliminary Engineering or
 _____ Right-of-Way or
 X Construction;

B. If the Program is receiving federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT; as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay 80 % of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, November 29, 2022, the maximum amount according to the TIP dated September 10, 2021 is \$ 155,801.00. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- C. Federal-aid Funds made available to the LPA by INDOT will be used to pay _____% of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$_____.
- D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- F. If the Program is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment A of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- H. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with CFR 200. See <https://www.in.gov/indot/2833.htm>.

- I. Costs will be eligible for FHWA participation provided that the costs:
 - (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
 - (2) Are verifiable from INDOT's or the LPA's records;
 - (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR 18.22;
 - (4) Are included in the approved budget, or amendment thereto; and
 - (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment A and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
4. Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm>.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

**SUPPLEMENTAL AGREEMENT NO. 1
FOR DESIGN SERVICES**

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 31st day of May, 2023, by and between **BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA**, hereinafter referred to as the "**LOCAL PUBLIC AGENCY (LPA)**" and **BUTLER, FAIRMAN AND SEUFERT, INC.**, hereinafter referred to as the "**CONSULTANT**."

WITNESSETH

WHEREAS, on July 27, 2022, the LPA entered into an Agreement (hereinafter referred to as the "Original Agreement"), with the CONSULTANT for the design of pedestrian trail crossing improvements at various locations, (hereinafter referred to as the Project), and

WHEREAS, it has been determined by the LPA and the CONSULTANT that the project schedule as outlined in Appendix "C" of the Original Agreement requires modification due to unavoidable circumstances, and

WHEREAS, it has been determined by the LPA and the CONSULTANT that the schedule is to be revised as follows:

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

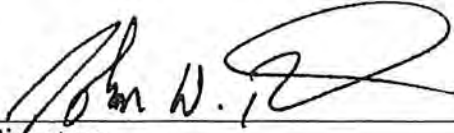
C. Design

- 4. Final Tracings Package completed and ready for submission after receipt of approval of 90% Plans from the LPA, and no less than 114 calendar days prior to the scheduled letting date of January 18, 2024.*

NOW, THEREFORE, to initiate the amended schedule for the Project, the parties agree that the Original Agreement be modified by way of this Supplemental Agreement No. 1; compensation shall remain unchanged.

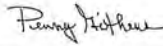
IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement
No. 1 as of the date of 31st day of May, 2023.

**CONSULTANT
BUTLER, FAIRMAN & SEUFERT,
INC.**

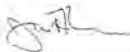


Signature
John W. Brand, President


**LOCAL PUBLIC AGENCY
MONROE COUNTY BOARD OF
COMMISSIONERS
MONROE COUNTY, INDIANA**



Signature
Penny Githens, President



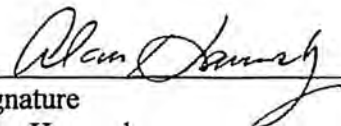
Signature
Julie Thomas, Vice President




Signature
Lee Jones, Commissioner

Attest:

Attest:



Signature
Alan Hamersly



Signature
Catherine Smith, Auditor



SUPPLEMENTAL AGREEMENT NO. 2

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 5th day of October, 2022, by and between THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA, hereinafter referred to as the "**LOCAL PUBLIC AGENCY**" or "**LPA**", and BUTLER, FAIRMAN and SEUFERT, INC., hereinafter referred to as the "**CONSULTANT**."

WITNESSETH

WHEREAS, on December 9, 2020, the **LPA** entered into an Agreement with the **CONSULTANT** for engineering and design of Karst Farm Greenway Connector, known as Designation No. 1900405 (hereinafter referred to as the "Original Agreement"), and

WHEREAS, it has been determined that the original greenway route between the existing Karst Farm Greenway and Curry Pike has been revised, and

WHEREAS, the development of the new route between the existing Greenway and Curry Pike will require a geotechnical investigation for pavement, boardwalk foundations, and a culvert extension, and

WHEREAS, additional utility location information has been obtained that indicates the area of buried utilities may be larger than previously anticipated, and

WHEREAS, it has been determined by the **LPA** and the **CONSULTANT** that certain amendments and additions to the Original Agreement are necessary to meet the desired goals of the **LPA**;

NOW, THEREFORE, it is agreed as follows:

1. The **CONSULTANT** shall cause to be made, through a sub-consultant provider, a complete geotechnical investigation, including field explorations, testing and recommendations related to pathway pavement, boardwalk foundations, and a culvert extension along the new route, and
2. The **CONSULTANT** shall cause to be made, through a sub-consultant provider, a complete Subsurface Utility Investigation (SUI), including potholing and location services

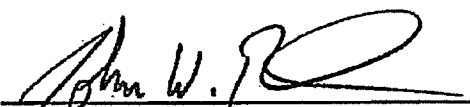
in an expanded area to identify the project's known conflict points and missing utility location information needed to complete the project, and

WHEREAS, other additional services requested by the **LPA** will be provided under the Changes in Work portion of the Original Agreement.

NOW, THEREFORE, to initiate the amended and additional design services for the project, the parties agree that the Original Agreement be modified by this Supplemental Agreement No. 2; therefore, the lump sum fee for this work shall remain \$242,300.00; the Not-to-Exceed fee for this work shall increase by \$22,000.00, from \$55,600.00 to \$77,600.00; and, the total compensation for the work shall therefore be increased by \$22,000.00 from \$297,900.00 to \$319,900.00. A summary of fees is included within Exhibit "A", attached hereto.

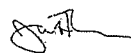
IN TESTIMONY WHEREOF, the parties hereto have made and executed this **SUPPLEMENTAL AGREEMENT NO. 2**.

CONSULTANT:
BUTLER, FAIRMAN and SEUFERT, INC.

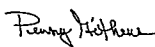


John W. Brand, President

LOCAL PUBLIC AGENCY:
BOARD OF COMMISSIONERS
MONROE COUNTY, INDIANA



Julie Thomas, President



Penny Githens, Vice President



Lee Jones, Commissioner

EXHIBIT "A"
FEE SUMMARY

<u>Scope of Work</u>	<u>Original</u>	<u>Supplemental Agreement No. 1</u>	<u>Supplemental Agreement No. 2</u>	<u>Total</u>
Topographic Survey Services	\$ 39,900.00	\$ 12,500.00	\$ 0.00	\$ 52,400.00
Environmental Documentation (Categorical Exclusion)	\$ 19,700.00	\$ 0.00	\$ 0.00	\$ 19,700.00
Greenway/Path Design	\$ 69,000.00	\$ 14,000.00	\$ 0.00	\$ 83,000.00
Traffic Signal Design	\$ 10,300.00	\$ 0.00	\$ 0.00	\$ 10,300.00
IDNR Construction In Floodway Permit	\$ 4,500.00	\$ 2,300.00	\$ 0.00	\$ 6,800.00
Utility Coord. & Cert. - Design	\$ 9,300.00	\$ 3,200.00	\$ 0.00	\$ 12,500.00
Utility Coord. During Relocations	\$ 3,800.00	\$ 0.00	\$ 0.00	\$ 3,800.00
IDEM Rule Erosion & Sediment Permit	\$ 4,200.00	\$ 0.00	\$ 0.00	\$ 4,200.00
Establish R/W, Prop Lines, R/W Coord.	\$ 6,500.00	\$ 3,000.00	\$ 0.00	\$ 9,500.00
R/W Plans	\$ 8,600.00	\$ 3,900.00	\$ 0.00	\$ 12,500.00
R/W Staking	\$ 4,500.00	\$ 0.00	\$ 0.00	\$ 4,500.00
Additional Information (AI) Environmental Documentation	\$ 0.00	\$ 13,400.00	\$ 0.00	\$ 13,400.00
USACE 404 Permit & IDEM 401 WQC	\$ 0.00	\$ 4,700.00	\$ 0.00	\$ 4,700.00
FQA/In-Lieu Mitigation Forms	\$ 0.00	\$ 1,500.00	\$ 0.00	\$ 1,500.00

<u>Scope of Work</u>	<u>Original</u>	<u>Supplemental Agreement No. 1</u>	<u>Supplemental Agreement No. 2</u>	<u>Total</u>
Culvert Hydraulic Analysis & Design	\$ 0.00	\$ 3,500.00	\$ 0.00	\$ 3,500.00
Total Lump Sum	\$ 180,300.00	\$ 62,000.00	\$ 0.00	\$ 242,300.00
T&E Reports (10 parcels @ \$500 ea.)	\$ 5,000.00	\$ 0.00	\$ 0.00	\$ 5,000.00
Legal Descr. & Land Plats (6 9 Parcels @ \$2100 each)	\$ 12,600.00	\$ 6,300.00	\$ 0.00	\$ 18,900.00
Appraisal Problem Analysis: (10 parcels @ \$350 each)	\$ 3,500.00	\$ 0.00	\$ 0.00	\$ 3,500.00
On-Call Additional Services (Hourly, Not-to-Exceed)	\$ 5,000.00	\$ 0.00	\$ 0.00	\$ 5,000.00
Utility Relocation Staking (Hourly, Not-to-Exceed)	\$ 3,400.00	\$ 0.00	\$ 0.00	\$ 3,400.00
Follow-up Utility Survey (Hourly, Not-to-Exceed)	\$ 3,600.00	\$ 1,000.00	\$ 0.00	\$ 4,600.00
Subsurface Utility Investigation (SUI) (sub-consultant)	\$ 0.00	\$ 10,000.00	\$ 5,000.00	\$ 15,000.00
Subsurface Utility Engineering (SUE) (Hourly, Not-to-Exceed)	\$ 0.00	\$ 5,200.00	\$ 0.00	\$ 5,200.00
Geotechnical Investigation (sub-consultant)	\$ 0.00	\$ 0.00	\$ 17,000.00	\$ 17,000.00
Total of Not-to-Exceed	\$ 33,100.00	\$ 22,500.00	\$ 22,000.00	\$ 77,600.00
Totals	\$ 213,400.00	\$ 84,500.00	\$ 22,000.00	\$ 319,900.00

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of March 23 2022 ("Effective Date") by and between the MONROE COUNTY BOARD OF COMMISSIONERS, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and BUTLER, FAIRMAN & SEUFERT, INC. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 1900405

Project Description: Liberty Drive connection to Karst Farm Greenway.

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment I and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be October, 2024. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 71,800.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal 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 contracts, 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.

- ii. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT 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. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.
 - iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses,

registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.

- iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract 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 CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the

CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.

- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. **Delays and Extensions.** The CONSULTANT 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 Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, 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, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.
- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

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- (1) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
- (6) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT'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;
 - iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
 - v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(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

- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

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

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

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

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.

18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.

19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this

Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.

20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.
 - D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
 - E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
 - F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the

CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.

2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Lisa Ridge, Highway Director
Monroe County
501 North Morton Street, Suite 216
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Bradley D. Watson, PE, Executive V.P.
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior

to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.
28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to the party referred to in Paragraph 23:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.
35. **Termination for Default.**
- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or

- (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
 - B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
 - C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
 - D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
 - E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.
36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT 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.

40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

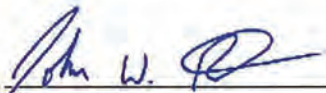
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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **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 Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT
BUTLER, FAIRMAN & SEUFERT, INC.

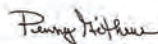


Signature
 John W. Brand, President

LOCAL PUBLIC AGENCY
MONROE COUNTY BOARD OF
COMMISSIONERS
MONROE COUNTY INDIANA



Signature
 Julie Thomas, President



Signature
 Penny Githens, Vice President

Not Present

Signature
 Elizabeth Lee Jones, Commissioner

Attest:



Signature
 Brent A. Friend, Right-of-Way Manager
 Manager

Attest:



Signature
 Catherine Smith, Monroe County Auditor

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

A. RIGHT-OF-WAY MANAGEMENT AND SUPERVISION

1. The CONSULTANT shall be responsible for administering, scheduling and coordinating all activities necessary to certify that the right-of-way has been acquired and that the project is clear for construction letting. This responsibility will include:
 - a. Meetings, conference calls, and communications with property owners, attorneys, engineers, appraisers, buyers, LPA, Indiana Department of Transportation, and Federal Highway Administration.
 - b. Recommend revisions to construction plans and/or right-of-way plans.
2. The Right-of-Way Services include all reasonable services as required to secure all parcels based on the approved engineering design, to recommend to the LPA that condemnation proceedings be filed and manage and record process in the LPA-LRS program.
3. The CONSULTANT will make arrangements for recording all necessary documents after a copy of payment is provided by the LPA.
4. Direct Cost expenses are those costs for partial mortgage release fees, recording fees if any, any appraisal cost-to-cure estimate fees, and other charges to clear title of the property acquired.
5. Fee Scope Changes for Appraisal or Buying Fees: The use of additional funds set aside to allow the payment of an increase in an appraisal scope change resulting from the inspection with the owner. The funds also allow for additional increase in buyer fee resulting in the change in title to clear encumbrances. The category also allows for any fee increases based on a new INDOT Fee Table adjusted increase in fees.
6. Additional Services: The CONSULTANT will provide additional services to the LPA and/or the attorney, as requested, to provide support services in condemnation proceedings, Appendix "D" part 4, or administrative settlements and additional parcel(s). The CONSULTANT will also provide additional services as directed to the contract vendors or outside vendors as necessary and the cost of the additional services by the vendor(s) will be a direct pass through. The CONSULTANT will obtain approval by Email, letter or supplemental, from the LPA's representative prior to any additional work is provided.

B. RIGHT-OF-WAY APPRAISING

- I. Provide Appraisal Services
 - a. The Appraiser shall be a licensed real estate appraiser in the State of Indiana, and pre-qualified by the Indiana Department of Transportation
 - b. Should the quality and/or progress of the appraisals be deemed unsatisfactory, the LPA may terminate the services of the Appraiser by giving five (5) days written notice. The earned value of the work performed shall be based upon an estimate of the portion of

the services as have been rendered by the Appraiser to the date of termination. All work, completed or partially completed, shall become the property of the LPA.

- c. The Appraiser shall give the owner(s) of each parcel to be appraised the opportunity to accompany the Appraiser during the inspection of the parcel. Waiver Valuation reports do not require an inspection with the owner unless otherwise directed by the LPA.
- d. The appraisals shall meet the standards set out in the most recent addition of the Indiana Department of Transportation's Real Estate Division Manual 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. The appraiser will enter all information into the INDOT LPA-LRS system as required.
- e. The Appraiser agrees to furnish one original and a Pdf file of the appraisal report. The copies should have original colored pictures or pages and one copy must be on green paper.
- f. 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 his/her staff or organization divulges any information concerning the report except to a duly authorized representative of the LPA, the Indiana Department of Transportation or to officials of the Federal Highway Administration, until authorized in writing by the LPA to reveal the communication to another designated party.

2. Provide Review Appraising Services

- a. Review Appraiser shall perform the review appraisal work covered by this Contract. The Review Appraiser shall be a licensed real estate appraiser in the State of Indiana, and pre-qualified by the Indiana Department of Transportation.
- b. The review appraisals shall comply with the standards set out in the most recent edition of the Indiana Department of Transportation's Real Estate Division Manual as approved by the Federal Highway Administration and shall be submitted on forms approved by the LPA 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. The review appraiser will enter all information into the INDOT LPA-LRS system as required.
- c. 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 his/her staff or organization divulges any information concerning the report except to a duly authorized representative of the LPA, the Indiana Department of Transportation or to officials of the Federal Highway Administration.
- d. Should the quality and/or progress of the review appraisals be unsatisfactory, the LPA may terminate the services of the Review Appraiser by giving five (5) days written notice. The earned value of the work performed shall be based upon an estimate of the portion of the services as have rendered by the Review Appraiser to the date of termination. All work, completed or partially completed, shall become the property of the LPA.

C. BUYING

- 1. The CONSULTANT shall perform the buying work covered by this Contract, designated

herein as the Buyer. The Buyer shall be a licensed real estate broker in the State of Indiana or an Attorney and pre-qualified by the Indiana Department of Transportation.

2. No work by the Buyer shall be sublet, assigned or otherwise performed by anyone other than the Buyer.
3. The Buyer shall make every reasonable effort to acquire expeditiously the parcels listed herein.
4. The Buyer shall perform the services under this Agreement in compliance with the most recent edition of the Indiana Department of Transportation's Real Estate Division Manual. The buyer will enter all information into the INDOT LPA-LRS system as required.
5. All information contained in the appraisal shall be treated as confidential. The Buyer is to take all steps to ensure that he does not divulge any of this information to anyone other than a duly authorized representative of the LOCAL PUBLIC AGENCY, Indiana Department of Transportation, or Federal Highway Administration unless authorized in writing by the LOCAL PUBLIC AGENCY to reveal the information to another designated party.
6. Should the quality and/or progress of the buying be unsatisfactory, the LOCAL PUBLIC AGENCY may terminate the services of the Buyer by giving five (5) days written notice. The earned value of the work performed shall be based upon the percentage of work completed at the time of the termination. All records of the Buyer and work completed or partially completed, shall become the property of the LOCAL PUBLIC AGENCY.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

- A. Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this Agreement.
- B. Provide all payments due the property owner(s) to the CONSULTANT.
- C. Partial mortgage release fees, cost-to-cure estimate fees, or other direct cost charges.
- D. The LPA will provide legal counsel to handle all condemnation proceedings and all eminent domain legal matters.
- E. Copies of canceled checks to support parcel certification.

APPENDIX "C"

SCHEDULE:

- A. No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.
- B. All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule.
- C. All work by the CONSULTANT under this Contract shall be completed and delivered to the LOCAL PUBLIC AGENCY no later than 300 calendar days after notification to proceed from the LOCAL PUBLIC AGENCY.
- D. For the purposes of contract control the work shall be submitted by the CONSULTANT to the LOCAL PUBLIC AGENCY for review and approval within the following approximate time periods:
 - 1. Appraisals- within 60 days of Notice to Proceed
 - 2. Review Appraisals within 40 days of Notice to Proceed.
 - 3. Buying Services – offers delivered to landowners within 14 days after LPA approves values and provides conveyance documents. Counteroffers will be provided to the LPA within 5 business days of receipt from landowner. If no agreement with landowners is reached after 75 days, parcel files will be delivered to the LPA for condemnation proceedings.

APPENDIX "D"**AMOUNT OF COMPENSATION:**

- A. The CONSULTANT shall receive as payment for the work performed under this Contract for a fee of \$ 71,800.00, unless a SUPPLEMENTAL AGREEMENT is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.
- B. The CONSULTANT will be paid for the work performed under the applicable Sections A, B, C and D of Appendix "A" of this Contract, except as provided for in Section 4 of this Appendix, in accordance with the following schedule, and as set out in Exhibit A:

Appraising Fee	\$ 16,000.00
Review Appraising Fee	\$ 8,000.00
Buying Fee	\$ 16,600.00
Right-of-Way Management	\$ 10,200.00
Direct Expenses & Fees	\$ 10,000.00
Fee Scope Changes for Appraisal or Buying	\$ 6,000.00
Additional Services	\$ 5,000.00
TOTAL	\$ 71,800.00


- C. In consideration for condemnation proceedings described below the LOCAL PUBLIC AGENCY agrees to pay the Right-of-Way Manager, Appraiser, Review Appraiser, Buyer, and Relocation Agent on a daily basis (or on a pro rata basis for less than a day) the following sums:

	Pre-Trial Conference and Preparation	Testimony in Court as Expert Witness
Right-of-Way Manager	\$1,000.00 per day	\$1,000.00 per day
Appraiser	\$1,000.00 per day	\$1,000.00 per day
Review Appraiser	\$1,000.00 per day	\$1,000.00 per day
Buyer	\$1,000.00 per day	\$1,000.00 per day

Pro rata basis for sub-consultants is \$150.00 per hour not to exceed the daily rate of \$1,000.00 per day.
The CONSULTANT is hourly as set out in Appendix "D- 1".

D. Method of Payment

1. The CONSULTANT shall submit invoices to the LOCAL PUBLIC AGENCY not more often than once per month during the progress of the work, for payment on account for the work completed. Minor adjustments in the categories of Appraisal Fee, Review Appraisal Fee, Buying Fee, Right-of-way Management, Legal Services, and Miscellaneous Expenses may occur due to scope change on a parcel or unforeseen expenses. The adjustment may not exceed the total fee without a supplemental.
2. For work performed under Section A of Appendix "A" the LOCAL PUBLIC AGENCY agrees to pay the CONSULTANT for rendering such services the percentage of the work completed.
3. For work performed under the applicable Sections A, B, C and D of Appendix "A", and upon completion of the respective work and its acceptance by the LOCAL PUBLIC AGENCY, the LOCAL PUBLIC AGENCY agrees to pay the CONSULTANT the fees established. No partial payments shall be made on a per parcel fee.
4. Additional services will be charged on an hourly basis as set out in Appendix "D-1 ". Additional services which could include additional hours by engineer or project manager involving additional parcels, utility relocations, administrative settlements, as directed by the court or Attorney in a condemnation suit, or any additional work as directed by the LPA.
5. For work performed under the Applicable Sections of Appendix "A", and upon completion of the respective work and its acceptance by the LOCAL PUBLIC AGENCY, the LOCAL PUBLIC AGENCY agrees to pay the CONSULTANT the fees established and for direct expenses incurred in order to clear title and secure the parcel. The CONSULTANT will pass through the direct cost expenses without markup. Partial payments shall be made on a percentage basis for the work performed for the Right-of-Way Management.

<div>  </div> <div> EXHIBIT "A" Karst Farm Greenway Connector Monroe County RIGHT-OF-WAY SERVICES SUMMARY </div>						
Parcel Number	Property Owners	APR Type	Appr. Fee	Rev. Appr. Fee	Buyer Fee	ROW Management
RW SERVICES						
1	Public Investment Corp. (MHP) Public Investment Corp. (Apts) Public Investment Corp. (Dupl)	VF	\$ 2,000.00	\$ 1,000.00	\$ 2,075.00	\$ 1,275.00
2	Tracol Holdings, LLC	VF	\$ 2,000.00	\$ 1,000.00	\$ 2,075.00	\$ 1,275.00
3	Sabin Corporation	VF	\$ 2,000.00	\$ 1,000.00	\$ 2,075.00	\$ 1,275.00
4	Bland Properties, LLC	VF	\$ 2,000.00	\$ 1,000.00	\$ 2,075.00	\$ 1,275.00
5	ALDI Indiana LP	VF	\$ 2,000.00	\$ 1,000.00	\$ 2,075.00	\$ 1,275.00
6	Sebring Associates LP	VF	\$ 2,000.00	\$ 1,000.00	\$ 2,075.00	\$ 1,275.00
7	Bryan Rental Inc.	VF	\$ 2,000.00	\$ 1,000.00	\$ 2,075.00	\$ 1,275.00
8	Northwest Bank	VF	\$ 2,000.00	\$ 1,000.00	\$ 2,075.00	\$ 1,275.00
			\$ 16,000.00	\$ 8,000.00	\$ 16,600.00	\$ 10,200.00
RW Services						
Total Appraising					\$ 16,000.00	
Total Review Appraising					\$ 8,000.00	
Total Buyer Fee					\$ 16,600.00	
Total Relocation Fee					NA	
ROW Management					\$ 10,200.00	
Direct Expenses & Fees (Cost-to-Cure, Mortgage Release Fees, etc.)					\$ 10,000.00	
Appraisal & Buying Parcel Scope Changes					\$ 6,000.00	
Additional Services					\$ 5,000.00	
Total Right-of-Way Services					\$ 71,800.00	

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Highway MEETING DATE REQUESTED (Tentative): January 9, 2024
Request Presenter(s): Lisa Ridge Phone:

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☒ Additional Appropriation(s)

Fund Name:

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

We recently worked with the Auditor's office to establish our grant funds. We are needing to appropriate the funds for the project for construction and construction inspection.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.

MEETING DATE REQUESTED *(Tentative)*: 1/9/2024

Fund Number:	8173	Location Number:	0000
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Contact the Council Administrator (Ext. 2516) for new numbers and/or clarification on account numbers.

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INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY

PROJECT COORDINATION CONTRACT

CONTRACT #0000000000000000000074831

Des. No.: 1900493

UEI #NR8WKTGZKCH7

CFDA No.: 20.205

This Contract is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the MONROE COUNTY, a local public agency in the State of Indiana (hereinafter referred to as the "LPA"), and collectively referred to as the "PARTIES" is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N758-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758-Legal
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

INDOT Seymour District
185 Agrico Lane
Seymour, Indiana 47274

- C. Notices to the LPA shall be sent to:

Monroe County Commissioners
100 W. Kirkwood Ave.
Bloomington, IN 47404

RECITALS

WHEREAS, the LPA has submitted an application to receive federal funds for the project described in Attachment A (the "Project"), which is attached herein and made an integral part of this Contract; and

WHEREAS, INDOT has approved of the LPA's application for federal funding, and the PARTIES desire to enter into this Contract to establish the responsibilities for the Project; and

WHEREAS, the LPA shall be responsible for its share of the Project cost as stated in this Contract, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all federal requirements and fiscally manage the Project; and

WHEREAS, the PARTIES have determined the Project is in the best interests of the citizens of the State of Indiana; and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

I. PROJECT DESCRIPTION.

1.1. The Parties are entering into this Contract to complete the Project described as follows:

Des. No. 1900493
Program: Group II HSIP
Type of Project: Pedestrian Flashing Beacons, Installed
General Scope/Location: Pedestrian crossings improvements in Monroe County

II. LPA RESPONSIBILITIES.

- 2.1. The LPA shall complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance, including the INDOT's LPA Guidance Document (See <https://www.in.gov/indot/2390.htm>). The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
- 2.2. The LPA shall select the consultant in accordance with INDOT's consultant selection procedure for the consultant services to be eligible for federal funding or federal credits.
- 2.3. If the LPA contracts with a consultant, contractor, or other agent to complete work on the Project, the LPA may use either the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm>, or an agreement that has been reviewed and approved by INDOT.

- 2.4. The LPA shall provide all relevant documents including, but not limited to, all plans, specifications, and special provisions, to INDOT for its review. Upon INDOT's review, the LPA shall modify the submittal in accordance with INDOT's modifications or comments, if any. If the LPA fails to provide a submittal, untimely provides the submittal, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
- 2.5. The LPA shall complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
- 2.6. If the LPA fails to meet any of the requirements of Sections 2.1, 2.2, 2.4, or 2.5 above, INDOT will not let the construction Project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
- 2.7. The cost of the invoice of the construction, utility, and/or railroad work shall be paid by the LPA no later than thirty (30) calendar days from the date of letting.
- 2.8. The LPA shall make timely payments of costs to INDOT to avoid delays and increased costs to the Project. If the LPA fails to make timely payments of the full amount invoiced by INDOT, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A**, which is attached hereto and incorporated herein by reference, and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
- 2.9. The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the Project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
- 2.10. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this Section are deemed to be incompetent, inadequate or are otherwise insufficient, or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - 2.10.1. If project inspection will be provided by full-time LPA employees, the personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal aid shall be submitted to the District office, referenced on Page 1 of the Contract for payment.
 - 2.10.2. If project inspection will be provided by the LPA's consultant, INDOT must approve, in writing, the consultant personnel prior to their assignment to the Project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on page 1 of this Contract for payment.
- 2.11. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the Project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.

- 2.12. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
- 2.13. If FHWA or INDOT invokes sanctions per Section 6.6.2. of this Contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
- 2.13.1. In the event of a correctable noncompliance, the LPA shall make the corrections to the satisfaction of FHWA and INDOT in a reasonable amount of time. In the event the LPA fails to make the required corrections, Sections 2.14.2 and 2.14.3 (as applicable) shall apply.
- 2.13.2. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, Section 2.14.2 shall apply, and adjustments shall be made as follows:
- A. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation which have been paid by INDOT to the LPA.
 - B. If no right-of-way costs have been paid by INDOT to the LPA or on the LPA's behalf, INDOT shall not pay any claim or billing for right-of-way that is subject to the FHWA citation.
 - C. The LPA is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
- 2.13.3. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA's noncompliance with right-of-way requirements, and construction work has commenced, the following shall apply:
- A. INDOT may elect to terminate, suspend, or continue construction work in accordance with the provisions of the construction contract.
 - B. INDOT may elect to pay its obligations under the provisions of the construction contract.
 - C. If the noncompliance can be corrected, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.
 - D. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA shall reimburse INDOT the full amount the LPA paid for said construction work, less the amount of federal funds allowed by FHWA.
- 2.13.4. The LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- 2.13.5. If for any reason INDOT is required to repay to FHWA the sum(s) of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA

shall repay to INDOT such sum(s) within forty-five (45) days after receipt of an invoice from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

III. INDOT RESPONSIBILITIES.

- 3.1. INDOT shall have full authority and access to inspect and review all plans, specifications, and special provisions for the Project, regardless of when those plans, specifications, special provisions, or other such Project documents were created.
- 3.2. After the LPA has submitted and INDOT has accepted all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
- 3.3. If the LPA owes INDOT money which is more than sixty (60) days past due, INDOT will not open the construction bids for the Project.
- 3.4. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment A, and fulfillment of all other pre-letting obligations of this Contract, INDOT shall, in accordance with applicable laws and rules, including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11, conduct a scheduled letting.
- 3.5. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
- 3.6. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
- 3.7. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA's share of the construction cost.
- 3.8. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
- 3.9. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
- 3.10. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's invoice, make final payment to INDOT pursuant to Attachment A or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

IV. PROJECT FUNDS.

- 4.1. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment A (Project Funds).

V. TERM AND SCHEDULE.

- 5.1. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between July 1, 2023 and June 30, 2024, INDOT will make the federal funds shown in Section I.B. and/or Section I.C. of Attachment A available for the Project, provided the Project is eligible, and provided the federal funds shown in Section I.B. of Attachment A are available.
- 5.2. In the event that federal funds for the Project are not obligated during the time listed in Section 5.1, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between July 1, 2024 and June 30, 2026, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in Section I.B. and/or Section I.C. of Attachment A are available.
- 5.3. In the event that federal funds for the Project are not obligated during the period listed in Section 5.1 or Section 5.2, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse. If the LPA provides notice to INDOT that any purchase order can be closed for any phase of the Project, then the federal funds that had been obligated and/or allocated to the Project shall be forfeited by the LPA as of the date of the notice. If a purchase order for any phase goes inactive after nine months, the federal funds shall be forfeited by the LPA.
- 5.4. If the Program is Group I or Group II, Sections 5.1 and 5.2 do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation.

VI. GENERAL PROVISIONS

- 6.1. Access to Records. The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- 6.2. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 6.3. Audits. The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State. The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of

Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1 and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

6.4. Authority to Bind LPA. The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

6.5. Certification for Federal-Aid Contracts Lobbying Activities. The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any Federal 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 agreement, 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 agreement, 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.

C. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6.6. Compliance with Laws.

6.6.1. The LPA 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 there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

6.6.2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.

6.6.3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."

6.6.4. The LPA 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 LPA 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 Contract, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA 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 LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

6.6.5. The LPA warrants that the LPA and its contractors 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 under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

6.6.6. As required by IC §5-22-3-7:

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

(A) the LPA, 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 LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA 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 the Contract, even if IC §24-4.7 is preempted by federal law.

6.7. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract 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 LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

6.8. Disadvantaged Business Enterprise Program. Notice is hereby given to the LPA or an LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

6.9. Disputes.

- 6.9.1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 6.9.2. The LPA agrees that the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
- 6.9.3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved

within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

6.9.4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

6.9.5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

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

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the LPA 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 LPA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LPA'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;
- C. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (3)(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) taking appropriate personnel action

against the employee, up to and including termination; or (2) requiring 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.

6.11. Employment Eligibility Verification. The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

- A. The LPA 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 LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and do not employ any employees.
- B. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.
- C. The LPA shall require its contractors, who perform work under this Contract, to certify to the LPA 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 LPA agrees to maintain this certification throughout the duration of the term of a contract with a contractor.

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

6.12. Force Majeure. In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon as reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

6.13. Funding Cancellation Clause. 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 the performance of this Contract, this Contract 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.

6.14. Governing Laws. This Contract 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.

6.15. Indemnification. The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other

casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- A. of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- B. of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- C. of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- D. the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in successfully asserting a claim against the LPA for indemnity pursuant to this contract.

6.16. Merger & Modification. This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

6.17. Non-Discrimination.

6.17.1. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract 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's 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"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

6.17.2. INDOT is a recipient of federal funds, and therefore, where applicable, the LPA 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.

The LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran).

6.17.3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

- A. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- B. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
- D. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal

Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- 6.18. Payment. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

- 6.19. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- 6.20. Pollution Control Requirements. If this Contract is for \$100,000 or more, the LPA:

- A. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- B. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
- C. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.

- 6.21. Prohibited Telecommunications and Video Surveillance Equipment and Services.

In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Contractor is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:

A. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR

B. Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

for any purpose to fulfill its obligations under this Contract. The Contractor shall be responsible to ensure that any subcontractor is bound by and complies with the terms of this provision. Breach of this provision shall be considered a material breach of this Contract.

6.22. Severability. The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.

6.23. Status of Claims. The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

6.24. General. This Contract represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract. The Recitals and "Notice to PARTIES" on page 1 of the Contract are hereby made an integral part and specifically incorporated into this Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract 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 Contract, the Party 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 LPA and the State have, through their duly authorized representatives, entered into this Contract. The PARTIES, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

MONROE COUNTY

By: Penny Githens
 1E0F5FFB4AC4468...

Title: President- Penny Githens

Date: 7/26/2023 | 14:58 EDT

Indiana Department of Transportation

By: Eaton-Mckalip, Kathy - 00800
 BC7308F386E24E1...

Title: Director, Local Programs

Date: 7/26/2023 | 12:00 PDT

Electronically Approved by:
 Department of Administration

Electronically Approved by:
 State Budget Agency

By: (for) Rebecca Holwerda, Commissioner

By: (for) Zachary Q. Jackson, Director

*Form approval has been granted by the
 Office of the Attorney General pursuant to
 IC 4-13-2-14.3(e) on March 20, 2023.
 FA 23-12*

ATTACHMENT A
PROJECT FUNDS

I. Project Costs.

A. This contract is just for the one (1) phase checked below:

_____ Preliminary Engineering or
_____ Right-of-Way or
 X Construction;

B. If the Program is receiving federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay 90% of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, July 13, 2023, the maximum amount according to the TIP dated September 10, 2021, is \$88,184.00. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

C. Federal-aid Funds made available to the LPA by INDOT will be used to pay _____% of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$____.

D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.

E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.

F. If the Program is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.

G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment A of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

H. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>.

I. Costs will be eligible for FHWA participation provided that the costs:

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

II. **Billings.**

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A** and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
4. Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm>.

III. **Repayment Provisions.**

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

Document Approval Status

SetID STIND
Supplier MONROE COUNTY

Contract ID 000000000000000000074831

 Review/Edit Approvers

Agency Fiscal Approval

STIND/000000000000000000074831:Approved

Agency Fiscal Approval

Approved

Justin Sergent - 00800

 Agency Fiscal Approval for SCM
07/27/23 - 3:01 PM

IDOA Approval

STIND/000000000000000000074831:Approved

IDOA Legal Approval

Approved

Redding, Sandra-061-Procq

 IDOA Legal Approval for SCM
07/28/23 - 9:43 AM

SBA Approval

STIND/000000000000000000074831:Approved

SBA Approval

Approved

Sharp, Cara-00057

 SBA Analyst Approval for SCM
07/28/23 - 9:45 AM

Project Name:	Pedestrian Crossing Improvements	
Fund#	8173	
Local Funding Source	Local Road and Street (1169)	
CFDA#	20.205	
Project/Des #	1900493	
Original INDOT Contract Grant Funds	\$88,184.00	
Total Grant Award/Allocated Funds	\$233,340.00	MPO HSIP/STBG Funds- Approved in Fall 2023
Local Responsibility	\$26,600.00	
Grand Total Grant Funding	\$259,940.00	
Design Cost	\$32,050.00	
Local Responsibility	\$32,050.00	
Right-of-Way Cost	\$0.00	No right-of-way required
Local Responsibility	\$0.00	
Construction Cost	\$234,940.00	
Local Responsibility	\$24,100.00	
Construction Inspection Cost	\$25,000.00	
Local Responsibility	\$2,500.00	

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of July 19, 2023 ("Effective Date") by and between MONROE COUNTY, INDIANA, BOARD OF COMMISSIONERS, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and BUTLER, FAIRMAN & SEUFERT, INC. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 1900493

Project Description: Monroe County Pedestrian Improvements at Trail Locations

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be September 2024. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$25,000.00**.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

2023009033 MIS \$0.00
08/04/2023 10:34:46A 27 PGS
Amy Swain
Monroe County Recorder IN
Recorded as Presented



SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal 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 contracts, 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.

- ii. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented, or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.
7. **Compliance with Laws.**
- A. The CONSULTANT 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. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
 - B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract 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 CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon, or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT 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 Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character, or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, 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, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion, and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion, and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion, and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination, or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT'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;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(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
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. Employment Eligibility Verification. The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

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

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

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

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

16. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form and include contractual liability. The policy shall be amended to include the following extensions of coverage:

- 1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
- 2. The policy shall provide thirty (30) days notice of cancellation to LPA.
- 3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.
23. **Notice to Parties:** Any notice, request, consent, or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Lisa Ridge
Highway Director
5900 W. Foster Curry Dr.
Bloomington, IN 47403

Notices to the CONSULTANT shall be sent to:

Gary L. Pohl, PE, Executive Vice President
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA with full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief, after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause, or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to the party referred to in Paragraph 23:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be affected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
- (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determines necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT 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.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
41. **LPA Local Requirements** The CONSULTANT shall comply with the LPA's local requirements set out in Appendix "E".


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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **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 Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

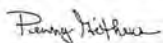
In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

**CONSULTANT
BUTLER, FAIRMAN and SEUFERT,
INC.**

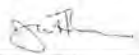


Signature and Date
Gary Pohl, Executive Vice President


**LOCAL PUBLIC AGENCY
MONROE COUNTY BOARD OF
COMMISSIONERS**

 7/19/2023

Signature and Date
Penny Githens, President


 7/19/2023

Signature and Date
Julie Thomas, Vice President

 7/19/2023


Signature and Date
Lee Jones, Member

Attest:



Signature and Date
Jeremy Books, Vice President

Attest:



Signature and Date
Catherine Smith, County Auditor

APPENDIX "A"

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

Services by CONSULTANT

A. Engineering Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one (1) fulltime Resident Project Representative, and Inspectors and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the Local Public Agency and the Indiana Department of Transportation and no personnel will be assigned to the project until Local Public Agency and Indiana Department of Transportation approval is obtained.

The full-time Resident Project Representative will take directions from and report to the Indiana Department of Transportation's Area Engineer on all matters concerning contract compliance and administration.

The fulltime Resident Project Representative will coordinate project activities with the Local Public Agency's Project Coordinator and Indiana Department of Transportation's Area Engineer.

B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract and give to the Local Public Agency detailed documentation concerning its acceptability.
2. Conferences: Attend pre-construction conferences as directed by the Local Public Agency, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the Local Public Agency for notification to those who are expected to attend. Record for the Local Public Agency, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the Local Public Agency, State, and Federal Highway Administration to review working details of the project. The Local Public Agency, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. Liaison: Serve as the Local Public Agency's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in a liaison capacity, the fulltime Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the Local Public Agency and Indiana Department of Transportation by the fulltime Resident Project Representative.

4. Cooperate with the Local Public Agency in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.
5. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.
6. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. Equipment – Furnish all equipment necessary to sample and test materials in accordance with Indiana Department of Transportation's procedures.
8. Samples – Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate Indiana Department of Transportation laboratory office.
9. Shop Drawings:
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to LPA or their designated representative for approval.
 - b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Local Public Agency and Indiana Department of

- b. Keep a diary or logbook, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request furnish copies of such a diary or log book to the Local Public Agency.
 - c. Maintain for the Local Public Agency a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.
 - d. Maintain a set of drawings on which authorized changes are noted, and deliver to the Local Public Agency upon request, but in any event at the completion of the project.
 - e. Prepare the Final Construction Record and Final Estimate as required by the Indiana Department of Transportation and the Local Public Agency.
13. Reports: Furnish to the Indiana Department of Transportation and the Local Public Agency at periodic intervals, as required, progress reports of the project, including the contractor's compliance with the approved construction schedule.
14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver them to the Local Public Agency and Indiana Department of Transportation for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
15. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates, and the

maintenance of appropriate records related to the construction of this project.

16. Work Schedule and Suspension: The consultant's crew will be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the Indiana Department of Transportation's Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.
17. Contract Administration: The CONSULTANT will administer the contract in accordance with Indiana Department of Transportation's procedures.
18. Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT or an individual associated with the CONSULTANT cannot accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer, or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT, or an employee of a firm associated with the CONSULTANT.
19. Utility Relocation Inspection
 - a. The CONSULTANT shall conduct on-site inspections for the Local Public Agency of the utility work in progress as a basis for

determining that the utility work is proceeding in accordance with the Utility Plans.

- b. CONSULTANT will verify proper backfill methods and materials are used where proposed and future road surfaces and berms are planned
- c. CONSULTANT will be observant for any substantial change in the Utility's methods and materials from those approved, such as the use of sheeting, special backfill, etc.
- d. CONSULTANT will make spot checks to verify that trench depths are compatible with highway surface plans, that the vertical clearance of overhead utility installations are sufficient to ensure minimum clearance above highway structures, and that horizontal alignment is compatible with construction limits, access lines, etc.
- e. CONSULTANT shall maintain utility relocation work records in sufficient detail to identify conformance with the relocation plans and schedule.
- f. For reimbursable work performed entirely by the Utility, the records should include the number and class of employees, major equipment on site, principal materials used, and materials removed from the site. Pertinent data such as weather conditions, ground conditions, breakdown of equipment, delays due to conflicts with other Utility forces or Contractor's operations, should be noted.

For purposes of this section the following definitions shall be used:

Director – Any member of the board of directors of a corporation.

APPENDIX "C"

Schedule

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

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

The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a letter of notification to proceed is received from the Local Public Agency.

The CONSULTANT shall conform to the below listed items:

- 1) Pre-Construction Minutes written and distributed for concurrence, five (5) days after the Pre-Construction meeting is held.
- 2) Final Construction Records to District Construction Director within forty-five (45) days after the contractor's last day of work.
- 3) Amended Final Construction record as necessary to meet the requirements for Tree Plantings and Notice of Termination to District Construction Director within ten (10) days of Tree Planting acceptance or Notice of Termination filing.

APPENDIX "D"

Compensation:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed **\$25,000.00** unless a supplement is executed by the parties which increases the maximum amount payable.
2. The CONSULTANT will be paid for the work described in Appendix "A" in accordance with the following negotiated hourly billing rates per classification.

<u>Labor Classification</u>	<u>Allowable Hourly Rates Per Year</u>		
	<u>2023</u>	<u>2024</u>	<u>2025</u>
Coordinating Engineer			
Regular rate	\$222.18	\$231.07	\$233.31
Overtime rate	\$257.00	\$267.28	\$277.97
Project Engineer II			
Regular rate	\$189.41	\$196.99	\$204.87
Overtime rate	\$219.10	\$227.86	\$236.97
Project Engineer			
Regular rate	\$174.99	\$181.99	\$189.27
Overtime rate	\$202.42	\$210.51	\$218.93
Project Supervisor II			
Regular rate	\$143.95	\$149.71	\$155.70
Overtime rate	\$166.51	\$173.17	\$180.10
Project Supervisor I			
Regular rate	\$120.66	\$125.49	\$130.51
Overtime rate	\$139.57	\$145.15	\$150.96
Inspector			
Regular rate	\$101.01	\$105.05	\$109.25
Overtime rate	\$116.84	\$121.51	\$126.37

The classification rates are based on the calendar year for the actual hours of work performed by essential personnel exclusively working on this Contract.

3. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual out-of-pocket expenses of the CONSULTANT directly attributable to this Contract, such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice

shall be subject to approval as reasonable by the Local Public Agency prior to any reimbursement, therefore.

5. It is the policy of the Indiana Department of Transportation that Project Representatives and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity. In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day and more than a 5-day week. This in turn may require the Resident Project Representative and Inspectors to work over 40 hours per week. The CONSULTANT shall not bill for overtime for any individual until 40 hours have been worked on this Contract or other projects, for the week by that individual. The CONSULTANT shall bill overtime according to the negotiated hourly billing rates per classification in Appendix "D" Section A.2.
6. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the party referred to in Paragraph 23 Notice to Parties.
2. The invoice shall represent the value, to the Local Public Agency, of the partially completed work as of the date of the invoice. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, number of hours worked since the last invoice voucher was submitted, and the hourly rate.
3. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and completed by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT, and the status will be evaluated.

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LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of May 3, 2023 ("Effective Date") by and between MONROE COUNTY, INDIANA, BOARD OF COMMISSIONERS, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and BUTLER, FAIRMAN & SEUFERT, INC. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 1900405

Project Description: Karst Farm Greenway Connector Trail

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be January 2025. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$247,000.00**.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

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Amy Swain
Monroe County Recorder IN
Recorded as Presented



SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal 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 contracts, 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.

- ii. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.
7. **Compliance with Laws.**
- A. The CONSULTANT 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. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
 - B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract 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 CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT 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 Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, 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, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT'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;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(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
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

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

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

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

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.
23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Lisa Ridge
Highway Director
5900 W. Foster Curry Dr.
Bloomington, IN 47403

Notices to the CONSULTANT shall be sent to:

Garv L. Pohl, PE, Executive Vice President
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to the party referred to in Paragraph 23:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
- (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT 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.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
41. **LPA Local Requirements** The CONSULTANT shall comply with the LPA's local requirements set out in Appendix "E".


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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **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 Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

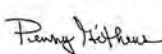
In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

**CONSULTANT
BUTLER, FAIRMAN and SEUFERT,
INC.**




Signature and Date
Gary Pohl, Executive Vice President

**LOCAL PUBLIC AGENCY
MONROE COUNTY BOARD OF
COMMISSIONERS**

 5/3/2023

Signature and Date
Penny Githens, President


 5/8/2023

Signature and Date
Julie Thomas, Vice President

Not Present

Signature and Date
Lee Jones, Member

Attest:



Signature and Date
Jeremy Books, Vice President

Attest:



Signature and Date
Catherine Smith, County Auditor

APPENDIX "A"

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

Services by CONSULTANT

A. Engineering Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one (1) fulltime Resident Project Representative, and Inspectors and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the Local Public Agency and the Indiana Department of Transportation and no personnel will be assigned to the project until Local Public Agency and Indiana Department of Transportation approval is obtained.

The fulltime Resident Project Representative will take directions from and report to the Indiana Department of Transportation's Area Engineer on all matters concerning contract compliance and administration.

The fulltime Resident Project Representative will coordinate project activities with the Local Public Agency's Project Coordinator and Indiana Department of Transportation's Area Engineer.

B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract, and give to the Local Public Agency detailed documentation concerning its acceptability.
2. Conferences: Attend pre-construction conferences as directed by the Local Public Agency, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the Local Public Agency for notification to those who are expected to attend. Record for the Local Public Agency, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the Local Public Agency, State, and Federal Highway Administration to review working details of the project. The Local Public Agency, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. Liaison: Serve as the Local Public Agency's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the fulltime Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the Local Public Agency and Indiana Department of Transportation by the fulltime Resident Project Representative.
4. Cooperate with the Local Public Agency in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.

5. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.
6. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. Equipment – Furnish all equipment necessary to sample and test materials in accordance with Indiana Department of Transportation's procedures.
8. Samples – Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate Indiana Department of Transportation laboratory office.
9. Shop Drawings:
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to LPA or their designated representative for approval.
 - b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Local Public Agency and Indiana Department of Transportation when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.

10. Review of Work, Inspection and Tests:

- a. Conduct on-site inspections for the Local Public Agency of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
- b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the Frequency of Sampling and Testing Manual and in accordance with current accepted practices.
- c. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the Local Public Agency and Indiana Department of Transportation.
- d. Verify that required testing has been accomplished.

11. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Local Public Agency and Indiana Department of Transportation.

12. Records:

- a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
- b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations,

- and specific observations with regard to test procedures. Upon request furnish copies of such a diary or log book to the Local Public Agency.
- c. Maintain for the Local Public Agency, a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.
 - d. Maintain a set of drawings on which authorized changes are noted, and deliver to the Local Public Agency upon request, but in any event at the completion of the project.
 - e. Prepare the Final Construction Record and Final Estimate as required by the Indiana Department of Transportation and the Local Public Agency.
13. Reports: Furnish to the Indiana Department of Transportation and the Local Public Agency at periodic intervals, as required, progress reports of the project, including the contractor's compliance with the approved construction schedule.
14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Local Public Agency and Indiana Department of Transportation for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
15. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.

16. Work Schedule and Suspension: The consultant's crew will be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the Indiana Department of Transportation's Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.
17. Contract Administration: The CONSULTANT will administer the contract in accordance with Indiana Department of Transportation's procedures.
18. Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT or an individual associated with the CONSULTANT can not accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT.
19. Utility Relocation Inspection
 - a. The CONSULTANT shall conduct on-site inspections for the Local Public Agency of the utility work in progress as a basis for determining that the utility work is proceeding in accordance with the Utility Plans.

- b. CONSULTANT will verify proper backfill methods and materials are used where proposed and future road surfaces and berms are planned
- c. CONSULTANT will be observant for any substantial change in the Utility's methods and materials from those approved, such as the use of sheeting, special backfill, etc
- d. CONSULTANT will make spot checks to verify that trench depths are compatible with highway surface plans, that the vertical clearance of overhead utility installations are sufficient to ensure minimum clearance above highway structures, and that horizontal alignment is compatible with construction limits, access lines, etc.
- e. CONSULTANT shall maintain utility relocation work records in sufficient detail to identify conformance with the relocation plans and schedule.
- f. For reimbursable work performed entirely by the Utility, the records should include the number and class of employee, major equipment on site, principal materials used, and materials removed from the site. Pertinent data such as weather conditions, ground conditions, breakdown of equipment, delays due to conflicts with other Utility forces or Contractor's operations, should be noted.

For purposes of this section the following definitions shall be used:

Director – Any member of the board of directors of a corporation.

Officer – The president, secretary, treasurer, or such other officers as may be prescribed by the corporation's bylaws.

Owner – A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

APPENDIX "B"Information and Services to be furnished by Local Public Agency

The Local Public Agency shall furnish the CONSULTANT with the following:

1. Local Public Agency shall designate an employee as Project Coordinator to coordinate activities between CONSULTANT, INDOT and the Local Public Agency.
2. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.

APPENDIX "C"

Schedule

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

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

The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a letter of notification to proceed is received from the Local Public Agency.

The CONSULTANT shall conform to the below listed items:

- 1) Pre-Construction Minutes written and distributed for concurrence, five (5) days after the Pre-Construction meeting is held.
- 2) Final Construction Records to District Construction Director within forty-five (45) days after the contractor's last day of work.
- 3) Amended Final Construction record as necessary to meet the requirements for Tree Plantings and Notice of Termination to District Construction Director within ten (10) days of Tree Planting acceptance or Notice of Termination filing.

APPENDIX "D"

Compensation:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$247,000.00 unless a supplement is executed by the parties which increases the maximum amount payable.
2. The CONSULTANT will be paid for the work described in Appendix "A" in accordance with the following negotiated hourly billing rates per classification.

<u>Labor Classification</u>	<u>Allowable Hourly Rates Per Year</u>		
	<u>2023</u>	<u>2024</u>	<u>2025</u>
Coordinating Engineer			
Regular rate	\$222.18	\$231.07	\$233.31
Overtime rate	\$257.00	\$267.28	\$277.97
Project Engineer II			
Regular rate	\$189.41	\$196.99	\$204.87
Overtime rate	\$219.10	\$227.86	\$236.97
Project Engineer			
Regular rate	\$174.99	\$181.99	\$189.27
Overtime rate	\$202.42	\$210.51	\$218.93
Project Supervisor II			
Regular rate	\$143.95	\$149.71	\$155.70
Overtime rate	\$166.51	\$173.17	\$180.10
Project Supervisor I			
Regular rate	\$120.66	\$125.49	\$130.51
Overtime rate	\$139.57	\$145.15	\$150.96
Inspector			
Regular rate	\$101.01	\$105.05	\$109.25
Overtime rate	\$116.84	\$121.51	\$126.37

The classification rates are based on the calendar year for the actual hours of work performed by essential personnel exclusively working on this Contract.

3. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual out-of-pocket expenses of the CONSULTANT directly attributable to this Contract, such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice

shall be subject to approval as reasonable by the Local Public Agency prior to any reimbursement therefore.

5. It is the policy of the Indiana Department of Transportation that Project Representatives and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity. In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day and more than a 5-day week. This in turn may require the Resident Project Representative and Inspectors to work over 40 hours per week. The CONSULTANT shall not bill for overtime for any individual until 40 hours have been worked, on this Contract or other projects, for the week by that individual. The CONSULTANT shall bill overtime according to the negotiated hourly billing rates per classification in Appendix "D" Section A.2.
6. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the party referred to in Paragraph 23 Notice to Parties.
2. The invoice shall represent the value, to the Local Public Agency, of the partially completed work as of the date of the invoice. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, number of hours worked since the last invoice voucher was submitted, and the hourly rate.
3. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and completed by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT and the status will be evaluated.

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EXHIBIT D-1

**KARST FARM GREENWAY CONNECTOR TRAIL
DES. NO. 1900405
MONROE COUNTY, INDIANA**

CONSTRUCTION INSPECTION FEE BREAKDOWN

1 Basic Assumptions

Assume approximate contract construction period equals 8 months or 35 calendar weeks

During the construction period, the Project Supervisor is assumed to be on the project full time or 44 hours per week. The Coordinating Engineer is assumed to be involved 3 hours per week. Travel is assumed as approximately 50 miles per day for the Project Supervisor, plus 8 additional round trips from the Indianapolis office each month at 120 miles for the Coordinating Engineer.

Final construction record preparation is assumed to involve the Coordinating Engineer 8 hours, and the Project Supervisor, 5 days at 8 hours. Travel is assumed as 5 trips at 50 miles per trip.

Final changes as a result of State review are assumed to involve the Project Supervisor 2 days at 4 hours, and the Coordinating Engineer, one day at 4 hours. Travel is assumed as one trip at 50 miles.

2 Itemized Breakdowns

A. Construction Period

Coordinating Engineer (2024)	35 weeks	x	3.0 hours/week	x	\$231.31 /hour	= \$	24,287.55
Project Supervisor I (2024)	35 weeks	x	40 hours/week	x	\$125.49 /hour	= \$	175,686.00
Project Supervisor I OT (2024)	35 weeks	x	4 hours/week	x	\$145.15 /hour	= \$	20,321.00
TOTAL						= \$	220,294.55

Travel = (8x120) + (35x5x50) = 9,710 miles

B. Final Preparation

Coordinating Engineer (2025)	1 day	x	8 hours	x	\$233.31 /hour	= \$	1,866.48
Project Supervisor I (2025)	5 days	x	8 hours/day	x	\$130.51 /hour	= \$	5,220.40
TOTAL						= \$	7,086.88

Travel = (5x1x50) = 250 miles

C. Final Revisions

Coordinating Engineer (2025)	1 day	x	4 hours	x	\$233.31 /hour	= \$	933.24
Project Supervisor I (2025)	2 day	x	4 hours/day	x	\$130.51 /hour	= \$	<u>1,044.08</u>
TOTAL						= \$	<u>1,977.32</u>

Travel = (1 x 1 x 50) = 50 miles

D. Total Base Payroll Costs A + B + C = \$ 229,358.75

Travel = 10,010 miles @ \$0.49 = \$ 4,904.90

TOTAL = \$ 234,263.65

Plus DBE- Etica Group = \$ 12,350.00

TOTAL ESTIMATED COST = \$ 246,613.65

USE = \$ 247,000.00

3 The construction cost of this project is estimated at approximately \$ 1,977,557.97

Posting Date: February 20, 2023

Request for Proposals Notification

Title: Monroe County, Liberty Drive extension to Karst Trail, (Des # 1900405) in the Seymour District.

Response Due Date & Time: March 24, 2023 at 12:00 pm

This Request for Proposals (RFP) is official notification of needed professional services. This RFP is being issued to solicit a letter of Interest (LOI) and other documents from firms qualified to perform engineering work on federal aid projects. A submittal does not guarantee the firm will be contracted to perform any services but only serves notice the firm desires to be considered.

Contact for Questions: Lisa Ridge, Highway Director
5900 W. Foster Curry Drive
Bloomington, Indiana 47403
812-349-2555
ljridge@co.monroe.in.us

Submittal Requirements:

1. ☐ Letter of Interest – Click here to enter # of Copies. Copies (required content and instructions follow) sent through the U.S. Mail;

OR

- ☐ Letter of Interest – submitted electronically (pdf) to **Lisa Ridge** at email address ljridge@co.monroe.in.us.

AND

2. ☐ One (1) signed Affirmative Action Certification and associated required documents for all items if the DBE goal is greater than 0% sent through the U.S. Mail;

OR

- ☐ One (1) signed Affirmative Action Certification and associated required documents for all items if the DBE goal is greater than 0% sent electronically (pdf) to **Lisa Ridge** at email address ljridge@co.monroe.in.us.

Submit To: Lisa Ridge, Highway Director
5900 W. Foster Curry Drive
Bloomington, Indiana 47403
812-349-2555
ljridge@co.monroe.in.us

Selection Procedures:

Consultants will be selected for work further described herein, based on the evaluation of the Letter of Interest (LOI) and other required documents. The Consultant Selection Rating Form used to evaluate and score the submittals is included for your reference. Final selection ranking will be determined by:

- ☒ The weighted score totals with the highest score being the top ranked firm
- ☐ Rank totals with the lowest rank total being the top ranked firm

Requirements for Letters of Interest (LOI)

- A. General instructions for preparing and submitting a Letter of Interest (LOI).
 - 1. Provide the information, as stated in Item B below, in the same order listed and signed by an officer of the firm. Signed and scanned documents, or electronically applied signatures are acceptable. Do not send additional forms, resumes, brochures, or other material unless otherwise noted in the item description.
 - 2. LOI's shall be limited to twelve (12) 8 ½" x 11" pages that include Identification, Qualifications, Key Staff, and Project Approach.
 - 3. LOI's must be received no later than the "Response Due Date and Time"; as shown in the RFP header above. Responses received after this deadline will not be considered. Submittals must include all required attachments to be considered for selection.
- B. Letter of Interest Content
 - 1. Identification, Qualifications and Key Staff
 - a. Provide the firm name, address of the responsible office from which the work will be performed, and the name and email address of the contact person authorized to negotiate for the associated work.
 - b. List all proposed sub consultants, their DBE status, and the percentage of work to be performed by the prime consultant and each sub consultant. (See Affirmative Action Certification requirements below.) A listing of certified DBE's eligible to be considered for selection as prime consultants or sub-consultants for this RFP can be found at the "Prequalified Consultants" link on the Indiana Department of Transportation (INDOT) Consultants Webpage. (<https://www.in.gov/indot/doing-business-with-indot/consultants/consultants-prequalification/>).
 - c. List the Project Manager and other key staff members, including key sub consultant staff, and the percent of time the project manager will be committed for the contract, if selected. Include project engineers for important disciplines and staff members responsible for the work. Address the experience of the key staff members on similar projects and the staff qualifications relative to the required item qualifications.

- d. Describe the capacity of consultant staff and their ability to perform the work in a timely manner relative to present workload.

2. Project Approach

- a. Provide a description of your project approach relative to the advertised services. For project specific items confirm the firm has visited the project site. For all items address your firm's technical understanding of the project or services, cost containment practices, innovative ideas and any other relevant information concerning your firm's qualifications for the project.

Requirements for Affirmative Action Certification

A completed Affirmative Action Certification form is required for all items that identify a DBE goal greater than "0", in order to be considered for selection. The consultant must identify the DBE firms with which it intends to subcontract.

On the Affirmative Action Certification, include the contract participation percentage of each DBE and list what the DBE will be subcontracted to perform.

If the consultant does not meet the DBE goal, the consultant must provide documentation in additional pages after the form that evidences that it made good faith efforts to achieve the DBE goal.

All DBE subcontracting goals apply to all prime submitting consultants regardless of the prime's status of DBE.

INDOT DBE Reciprocity Agreement with KYTC

An Agreement between INDOT and the Kentucky Transportation Cabinet (KYTC) established reciprocal acceptance of certification of DBE firms in their respective states under the Unified Certification Program (UCP) pursuant to 49 CFR ?26.81(e) and (f).

Copies of the DBE certifications, as issued by INDOT or the Kentucky Transportation Cabinet (KYTC), are to be included as additional pages after the AAC form for each firm listed on the AAC form. The following are DBE Locator Directories for each State Transportation Agency:

INDOT: <https://entapps.indot.in.gov/DBELocator/>

KYTC: <https://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx>

Information about the Indiana DBE Program is available at:
<https://www.in.gov/indot/about-indot/equity-initiative-services/>.

Information about the KYTC DBE Program is available at:
<https://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/default.aspx>.

Work item details:

Local Public Agency: Monroe County

Project Location: Liberty Drive extension to Karst Trail

Project Description: Extension of trail to the existing Karst Trail off Gifford Road

INDOT Des #: 1900405

Phases Included: CE

Estimated Construction Amount: \$1,900,000.00

Funding: Federal funding included

Term of Contract: Until Project Completion

DBE goal: 5%

Required Prequalification Categories:

☐ 5.2 Environmental Document Preparation - CE

☐ 12.1 Project Management for Aquisition Services

☐ 6.1 Topographical Survey Data Collection

☐ 12.2 Title Search

☐ 8.1 Non-Complex Roadway Design

☐ 12.4 Appraisal

☐ 9.1 Level 1 Bridge Design

☐ 12.5 Appraisal Review

☐ 11.1 Right of Way Plan Development

☒ 13.1 Construction Inspection

☐ Additional Categories Listed Below:

[Click here to enter Additional Categories](#)

LPA Consultant Selection Rating Sheet

Sample:

RFP Selection Rating for: _____

Des. No. _____

(City, County, Town) or (Local Public Agency)

Services Description: _____

Consultant Name: _____

Evaluation Criteria to be Rated by Scorers					
Category	Scoring Criteria	Scale	Score	Weight	Weighted
Past Performance	Performance evaluation score averages from historical performance data.				
	Quality score for similar work from performance database.			6	
	Schedule score from performance database.			3	
	Responsiveness score from performance database.			1	
Capacity of Team to do Work	Evaluation of the team's personnel and equipment to perform the project on time.				
	Availability of more than adequate capacity that results in added value.	1			
	Adequate capacity to meet the schedule.	0		20	
	Insufficient available capacity to meet the schedule.	-1			
Team's Demonstrated Qualifications	Technical Expertise: Unique Resources that yield a relevant added value or efficiency.				
	Demonstrated outstanding expertise and resources identified.	2			
	Demonstrated high level of expertise and resources identified.	1		15	
	Expertise and resources at appropriate level.	0			
	Insufficient expertise and/or resources.	-3			
Project Manager	Predicted ability to manage the project, based on: experience in size, complexity.				
	Demonstrated outstanding experience in similar type and complexity.	2			
	Demonstrated high level of experience in similar type and complexity.	1		20	
	Experience in similar type and complexity shown in resume.	0			
	Experience in different type or lower complexity.	-1			
Approach to Project	Project Understanding and Innovation that provides cost and/or time savings.				
	High level of understanding and viable innovative ideas proposed.	2			
	High level of understanding of the project.	1		15	
	Basic understanding of the project.	0			
	Lack of project understanding.	-3			
Weighted Sub-Total:					

It is the responsibility of scorers to make every effort to identify the firm most capable of producing the highest deliverables in a timely and cost effective manner without regard to personal preference.

I certify that I do not have any conflicts of interest associated with this consultant.

I have thoroughly reviewed the letter of interest for this consultant and certify that the above scores represent my best judgment of this firm's abilities.

Signature: _____ Print Name: _____

Title: _____ Date: _____

(Form Rev. 1/27/2023)

(Rev. 06/27/18)

Des. #: Click here to enter text.

Affirmative Action Certification (AAC) for Disadvantaged Business Enterprises (DBE)

I hereby certify that my company intends to affirmatively seek out and consider Disadvantaged Business Enterprises (DBEs) certified by the State of Indiana's DBE Program and the Kentucky Transportation Cabinet (KYTC) DBE Program to participate as part of this proposal. An Agreement between INDOT and KYTC established reciprocal acceptance of certification of DBE firms in their respective states under the Unified Certification Program (UCP) pursuant to 49 CFR §26.81(e) and (f).

I acknowledge that this certification is to be made an integral part of this proposal. I understand and agree that the submission of a blank certification may cause the proposal to be rejected. I certify that I have consulted the following DBE websites to confirm that the firms listed below are currently certified DBEs:

INDOT: <https://entapps.indot.in.gov/DBELocator/>

KYTC: <https://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx>

I certify that I have contacted the certified DBE's listed below, and if my company becomes the CONSULTANT, these DBEs have tentatively agreed to perform the services as indicated. I understand that neither my company nor I will be penalized for DBE utilization that exceeds the goal. After contract award, any change to the firms listed in this Affirmative Action Certification to be applied toward the DBE goal must have prior approval by INDOT's Economic Opportunity Division.

I. DBE Subconsultants to be applied toward DBE goal for the RFP item:

Certified DBE Name	Service Planned	Estimated Percentage to be Paid*
		%
		%
		%
		%

II. DBE Subconsultants to be utilized beyond the advertised DBE goal for the RFP item:

Certified DBE Name	Service Planned	Estimated Percentage to be Paid*
		%
		%
		%
		%

Estimated Total Percentage Credited toward DBE Goal: _____

Estimated Percentage of Voluntary DBE Work Anticipated over DBE Goal: _____

Company Name: _____

Signature: _____ Date: _____

* It is understood that these individual firm percentages are estimates only and that percentages paid may be greater or less as a result of negotiation of contract scope of work. My firm will use good faith efforts to meet the overall DBE goal through the use of these or other certified and approved DBE firms.

KARST FARM GREENWAY CONNECTOR TRAIL QUANTITY SUMMARY & COST ESTIMATE

Des. 1900405

Des: JKN

Date: 1/26/23

Chk: DAV

Date: 2/2/23

No.	ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$ 44,855.61	\$ 44,855.61
2	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 89,711.22	\$ 89,711.22
3	201-52370	CLEARING RIGHT OF WAY	1	LS	\$ 44,855.61	\$ 44,855.61
4	202-02240	PAVEMENT REMOVAL	144	SYS	\$ 25.00	\$ 3,611.11
5	203-02000	EXCAVATION, COMMON	2572	CYS	\$ 50.00	\$ 128,609.00
6	203-02000	EXCAVATION, COMMON, FOR UNDERCUT	798	CYS	\$ 50.00	\$ 39,909.82
7	205-12108	STORMWATER MANAGEMENT BUDGET	20847	DOL	\$ 1.00	\$ 20,847.06
8	205-12616	STORMWATER MANAGEMENT IMPLEMENTATION	1	LS	\$ 20,847.06	\$ 20,847.06
9	205-12618	SWQCP PREPARATION	1	LS	\$ 12,000.00	\$ 12,000.00
10	207-08264	SUBGRADE TREATMENT, TYPE II	816	SYS	\$ 30.00	\$ 24,489.00
11	207-08266	SUBGRADE TREATMENT, TYPE III	8598	SYS	\$ 6.00	\$ 51,585.68
12	211-02050	B BORROW, FOR UNDERCUT	798	CYS	\$ 50.00	\$ 39,909.82
13	301-12234	COMPACTED AGGREGATE NO. 53	1230	CYS	\$ 55.00	\$ 67,646.50
14	302-07455	DENSE GRADED SUBBASE	370	CYS	\$ 80.00	\$ 29,572.00
15	304-12623	HMA PATCHING FULL DEPTH, TYPE B	7	TON	\$ 300.00	\$ 2,089.64
16	306-08034	MILLING, ASPHALT, 1 1/2 IN.	1331	SYS	\$ 5.00	\$ 6,655.44
17	401-07322	QC/QA-HMA, 3, 64, SURFACE, 9.5 mm	110	TON	\$ 100.00	\$ 11,048.04
18	406-05520	ASPHALT FOR TACK COAT	2.9	TON	\$ 500.00	\$ 1,457.37
19	502-06627	PCCP, 6 IN.	43	SYS	\$ 150.00	\$ 6,441.67
20	604-05528	HMA FOR SIDEWALK	1588	TON	\$ 130.00	\$ 206,446.61
21	604-06070	SIDEWALK, CONCRETE	288	SYS	\$ 70.00	\$ 20,168.56
22	604-08086	CURB RAMP, CONCRETE	519	SYS	\$ 275.00	\$ 142,746.39
23	604-12083	DETECTABLE WARNING SURFACES	97	SYS	\$ 325.00	\$ 31,398.61
24	605-06120	CURB, CONCRETE, 6 IN.	1258	LFT	\$ 40.00	\$ 50,315.20
25	605-06120	CURB, CONCRETE, 8 IN.	25	LFT	\$ 50.00	\$ 1,243.00
26	605-06140	CURB AND GUTTER, CONCRETE	607	LFT	\$ 40.00	\$ 24,260.00
27	605-97937	CURB AND GUTTER, ROLL CURB	97	LFT	\$ 50.00	\$ 4,835.00
28	610-09108	PCCP FOR APPROACHES, 9 IN.	739	SYS	\$ 200.00	\$ 147,860.00
29	616-06405	RIPRAP, REVETMENT	3	TON	\$ 70.00	\$ 210.00
30	616-12246	GEOTEXTILE FOR RIPRAP TYPE 1A	4	SYS	\$ 10.00	\$ 40.00
31	621-01004	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	2	EACH	\$ 100.00	\$ 200.00
32	621-06545	FERTILIZER	1.2	TON	\$ 800.00	\$ 951.95
33	621-06553	SEED MIXTURE, R	595	LBS	\$ 8.00	\$ 4,759.74
34	621-06565	MULCHING MATERIAL, FOR PERMANENT SEEDING	5.9	TON	\$ 450.00	\$ 2,677.36
35	628-09403	FIELD OFFICE, C	10	MOS	\$ 3,000.00	\$ 30,000.00
36	628-11976	COMPUTER SYSTEM EQUIPMENT	1	EACH	\$ 800.00	\$ 800.00
37	628-11977	COMPUTER SYSTEM	1	EACH	\$ 1,500.00	\$ 1,500.00
38	712-09730	BOARDWALK	140	LFT	\$ 1,600.00	\$ 224,000.00
39	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	21	LFT	\$ 60.00	\$ 1,260.00
40	715-05151	PIPE, TYPE 2, CIRCULAR, 15 IN.	13	LFT	\$ 70.00	\$ 910.00
41	715-05156	PIPE, TYPE 2, CIRCULAR, 30 IN.	52	LFT	\$ 120.00	\$ 6,240.00
42	715-46030	PIPE END SECTION, DIAMETER 30 IN.	1	EACH	\$ 2,000.00	\$ 2,000.00
43	720-12797	CASTING, INLET, ADJUST TO GRADE	1	EACH	\$ 1,000.00	\$ 1,000.00
44	720-12798	CASTING, MANHOLE, ADJUST TO GRADE	6	EACH	\$ 1,000.00	\$ 6,000.00
45	720-45030	INLET, E7	2	EACH	\$ 2,500.00	\$ 5,000.00
46	801-06640	CONSTRUCTION SIGN, A	15	EACH	\$ 200.00	\$ 3,000.00
47	801-06645	CONSTRUCTION SIGN, B	22	EACH	\$ 80.00	\$ 1,760.00
48	801-06775	MAINTAINING TRAFFIC	1	LS	\$ 30,000.00	\$ 30,000.00
49	802-05701	SIGN POST, SQUARE, TYPE 1, REINFORCED ANCHOR BASE	200	LFT	\$ 25.00	\$ 5,000.00
50	802-07060	SIGN, SHEET, RELOCATE	2	EACH	\$ 120.00	\$ 240.00
51	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	196	SFT	\$ 30.00	\$ 5,889.90
52	805-01815	SIGNAL POLE FOUNDATION, 36 IN. X 144 IN.	4	EACH	\$ 2,800.00	\$ 11,200.00
53	805-01842	HANDHOLE, SIGNAL, TYPE 1	7	EACH	\$ 2,100.00	\$ 14,700.00
54	805-02150	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	13	EACH	\$ 1,000.00	\$ 13,000.00
55	805-02445	CONTROLLER AND CABINET, P1	2	EACH	\$ 18,000.00	\$ 36,000.00
56	805-02645	SIGNAL POLE FOUNDATION, 24 IN. X 24 IN. X 36 IN.	3	EACH	\$ 1,000.00	\$ 3,000.00
57	805-03978	EMERGENCY VEHICLE PREEMPTION DETECTOR, SINGLE CHANNEL, ONE DIRECTION	7	EACH	\$ 2,000.00	\$ 14,000.00
58	805-03980	EMERGENCY VEHICLE CONFIRMATION LIGHT KIT	7	EACH	\$ 400.00	\$ 2,800.00
59	805-05405	SIGNAL POLE, PEDESTAL, 4 FT	1	EACH	\$ 800.00	\$ 800.00
60	805-11377	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 35 FT	1	EACH	\$ 30,000.00	\$ 30,000.00
61	805-11385	SIGNAL CANTILEVER STRUCTURE, DRILLED SHAFT FOUNDATION, E	1	EACH	\$ 13,000.00	\$ 13,000.00
62	805-11386	SIGNAL CANTILEVER STRUCTURE, DRILLED SHAFT FOUNDATION, F	1	EACH	\$ 16,000.00	\$ 16,000.00
63	805-11438	SIGNAL CANTILEVER STRUCTURE, COMBINATION ARM 40 FT	1	EACH	\$ 32,000.00	\$ 32,000.00

64	805-11814	CONDUIT, HDPE, 2 IN. SCHEDULE 40	343	LFT	\$	32.00	\$	10,976.00
65	805-11815	CONDUIT, HDPE, 2 IN. SCHEDULE 80	483	LFT	\$	40.00		
66	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN.	14	EACH	\$	1,050.00	\$	14,700.00
67	805-78225	TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN.	2	EACH	\$	1,200.00	\$	2,400.00
68	805-78370	PEDESTRIAN PUSH BUTTON, NON-APS	15	EACH	\$	800.00	\$	12,000.00
69	805-78415	SPAN, CATENARY, AND TETHER	4	EACH	\$	4,000.00	\$	16,000.00
70	805-78420	DISCONNECT HANGER	6	EACH	\$	750.00	\$	4,500.00
71	805-78445	SIGNAL SERVICE	2	EACH	\$	1,500.00	\$	3,000.00
72	805-78467	SIGNAL CABLE, SERVICE, COPPER, 3C/8 GAUGE	46	LFT	\$	8.50	\$	391.00
73	805-78470	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14 GAUGE	4100	LFT	\$	0.85	\$	3,485.00
74	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GAUGE	1503	LFT	\$	2.00	\$	3,006.00
75	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GAUGE	1588	LFT	\$	3.00	\$	4,764.00
76	805-78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GAUGE	640	LFT	\$	5.00	\$	3,200.00
77	805-78495	SIGNAL CABLE, CONTROL, COPPER, 9C/14 GAUGE	311	LFT	\$	6.00	\$	1,866.00
78	805-78510	SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GAUGE	926	LFT	\$	3.50	\$	3,241.00
79	805-78785	SIGNAL DETECTOR HOUSING	9	EACH	\$	1,500.00	\$	13,500.00
80	805-78795	SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANT	1700	LFT	\$	6.00	\$	10,200.00
81	805-78925	CONTROLLER CABINET FOUNDATION, P1	2	EACH	\$	3,000.00	\$	6,000.00
82	805-81032	SIGNAL POLE, STEEL STRAIN, 30 FT	2	EACH	\$	8,000.00	\$	16,000.00
83	805-81060	SIGNAL POLE, STEEL STRAIN, 36 FT	2	EACH	\$	9,000.00	\$	18,000.00
84	805-90005	SIGNAL POLE, PEDESTAL, 10 FT	2	EACH	\$	1,200.00	\$	2,400.00
85	807-12202	LUMINAIRE, LOW LUMEN ROADWAY, TYPE III DISTRIBUTION, WITH 10 FT MAST ARM	2	EACH	\$	3,500.00	\$	7,000.00
86	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	1318	LFT	\$	10.00	\$	13,180.00
87	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	100	LFT	\$	3.00	\$	300.00
88	808-10051	TRANSVERSE MARKING, MULTI-COMPONENT, STOP LINE, WHITE, 24 IN.	102	LFT	\$	15.00	\$	1,530.00
89	808-10099	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 24 IN.	440	LFT	\$	10.00	\$	4,400.00
90	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	600	LFT	\$	3.00	\$	1,800.00
91	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	271	LFT	\$	15.00	\$	4,065.00
92	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	2	EACH	\$	150.00	\$	300.00

TOTAL	\$ 1,977,557.97
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INDIANA DEPARTMENT OF TRANSPORTATION

LPA – Consultant Contract Review Checklist

Version 8/3/18 – LPA

Local Public Agency: Monroe County Indiana

Des. No.: 1900405

Project Description: Karst Farm Greenway Connector Trail

Consultant Name: Butler, Fairman and Seufert, Inc.

1. Review the contract document:

- a. ☒ Verify that the draft contract is consistent with the latest INDOT boilerplate.
 - b. ☒ Verify that the contract description, Des. number and scope of work is within the parameters described in the RFP advertisement and in SPMS.
 - c. ☒ Verify that the maximum compensation amount shown on page one matches the amount shown in Appendix D.
 - d. ☒ Verify that Section 23 of the draft contract includes proper addresses for the LPA and for the consultant.
 - e. ☒ Verify that the signature page contains the names and titles for either the Board of County Commissioners, City Board of Public Works and Safety or the Town Board, as appropriate.
2. ☒ Verify Appendix "C" of construction inspection contracts indicates the Final Construction Records is to be submitted within 45 days of the contractors last day of work.
3. ☒ Verify the Appendix "D" compensation method is appropriate for the scope of work.
- a. Construction inspection services should be paid for on a negotiated hourly billing rate basis.
 - b. Other types of services may be paid for on a lump sum basis, cost plus fixed fee basis, unit price basis or negotiated billing rate basis.
 - c. Cost plus percent of cost compensation is not allowed on any consultant contracts.
 - d. See the INDOT Professional Services Contract Administration Manual for more information on the compensation methods. The manual is available at:
http://www.in.gov/indot/files/Professional_Services_Contract_Administration_Manual.pdf
4. ☒ Verify the consultant has provided a copy of the lead consultant's prequalification letter showing their approved overhead rate.

5. Verify the consultant has provided a fee proposal and the fee proposal includes the following:

- a. ☒ Itemization of task elements with estimated hours by employee classification.
- b. ☒ Cost calculations show the overhead rate and profit rate has been applied.

6. Analyze the Consultant Fee Proposal.

- a. ☒ Confirm the task elements are relevant to the scope of work.
- b. ☒ Confirm the proposal does not exceed the Escalation Values for INDOT Consultant Contracts. INDOT uses the Bureau of Labor and Statistics Employment Cost Index (ECI) to determine appropriate escalation values. INDOT's guidelines are available under the Contract Compensation Information section at: <http://www.in.gov/indot/2730.htm>.
- c. ☒ Confirm the overhead rate used in the fee proposal is consistent with or lower than the rate shown in the consultant's prequalification letter.
- d. ☒ Confirm, to the extent possible, major task element and overall cost totals are not excessive.

7. If the contract is for Construction Inspection, is an Engineer's Assignment letter attached?

- a. ☐ Not Applicable
- b. ☒ Engineer's Assignment is attached.

ERC Signature: _____ Date: _____

Printed Name: _____

Replace the data in the yellow cells with the appropriate data for the firm and the project, using the actual labor classifications and current paid labor rates, and the proposed average (across the board) annual percentage of increase.

Butler, Fairman and Seufert, Inc.

NOTE



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Mike Smith, Commissioner

March 24, 2023

Mr. Bradley Watson, Executive Vice President
Butler, Fairman & Seufert, Inc.
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

Dear Mr. Watson:

We have performed a cognizant review of the audit and supporting workpapers of the Indirect Cost Rate of Butler, Fairman & Seufert, Inc. as presented in the Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended September 30, 2022, in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7.

The audit was performed by the independent CPA firm Somerset CPAs. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO *Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the audit and supporting workpapers for the Indirect Cost Rate and the related Audit Report we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

We recommend acceptance of the following rates:

Corporate: 176.99%
Cost of Money (FCCM): 0.50%

Sincerely,

Penny Royer-Pitcock

External Auditor

www.in.gov/dot/
**An Equal Opportunity
Employer**





INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758-PQ
Indianapolis, Indiana 46204

PHONE: (855) 463-6848

Eric Holcomb, Governor
Michael Smith, Commissioner

April 05, 2022

Prequalification Section
(317) 232-5094

John Brand
Butler, Fairman and Seufert, Inc.
8450 Westfield Blvd., Suite 300
Indianapolis, IN 46240

Re: Consultant Prequalification

Dear John Brand:

The Consultant Prequalification Financial Update Application submitted on 3/14/2022 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 04/05/2022. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 03/30/2023. Your General/Technical approval will expire on 09/30/2023.

Your Firm's annual contracting capacity for the CPA Audit Level is \$33,266,360.00 for the fiscal period that ended on 9/30/2021. Your firm was approved for this financial level as notified separately by the External Audit Section. The requested and approved financial level determines the firm's service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 15 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,

A handwritten signature in black ink, appearing to read 'John A. Leming'.

John A. Leming
Prequalification Research Analyst

cc: Prequalification File
External Audit

www.in.gov/dot/

Prequalified Work Type Certification

Issued By

Indiana Department of Transportation

Date Printed: 04/05/2022

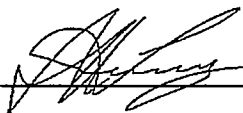
Butler, Fairman and Seufert, Inc.**Valid Work Groups****Effective:** 04/05/2022**Expires on:** 09/30/2023

Work Type Code	Work Type Description	Qualifying Person(s)
2.2	Traffic Forecasting	Williard, Troy D
3.1	Non-Complex Traffic Capacity and Operations Analysis	Williard, Troy D
3.2	Complex Traffic Capacity and Operations Analysis	Williard, Troy D
4.1	Traffic Safety Analysis	Williard, Troy D
5.1	Environmental Document Preparation - EA/EIS	Bennett, Neal E
5.2	Environmental Document Preparation - CE	Bennett, Neal E
5.3	Environmental Document Preparation - Section 4(f)	Bennett, Neal E
5.4	Ecological Surveys	Bennett, Neal E
5.5	Wetland Mitigation	Bennett, Neal E
5.6	Waterway Permits	Bennett, Neal E
5.10	Historical/Architectural Investigations	Biggio, Elizabeth
5.13	ESA Screening and Phase I ESA	Bennett, Neal E
6.1	Topographic Survey Data Collection	Gosewehr, Eugene K Neal, Mark W
8.1	Non-Complex Roadway Design	Wheatley, Christopher W

Work Type Code	Work Type Description	Qualifying Person(s)
8.2	Complex Roadway Design	Wheatley, Christopher W Isaacs, Daniel
8.3	Roundabout Design	Langille, Andrea M
9.1	Level 1 Bridge Design	Matel, Michael Wright, Bryan W
9.2	Level 2 Bridge Design	Matel, Michael Wright, Bryan W
10.1	Traffic Signal Design	Williard, Troy D
10.2	Traffic Signal System Design	Williard, Troy D
10.3	Complex Roadway Sign Design	Isaacs, Daniel J
10.4	Lighting Design	Williard, Troy D
11.1	Right of Way Plan Development	Friend, Brent A Nick, Randall A
12.1	Project Management for Acquisition Services	Francis, Ronald L
12.2	Title Research	Friend, Brent A
12.3	Value Analysis	Alexander, Craig E
12.4	Appraisal	Alexander, Craig E
12.5	Appraisal Review	Alexander, Craig E
12.6	Negotiation	Francis, Ronald L
12.7	Closing	Francis, Ronald L
13.1	Construction Inspection	Biesecker, Michael W Books, Jeremy L
14.1	Regular Bridge Inspection	Olson, Jonathan D
14.2	Complex Bridge Inspection	Olson, Jonathan D

Qualifying Person(s)

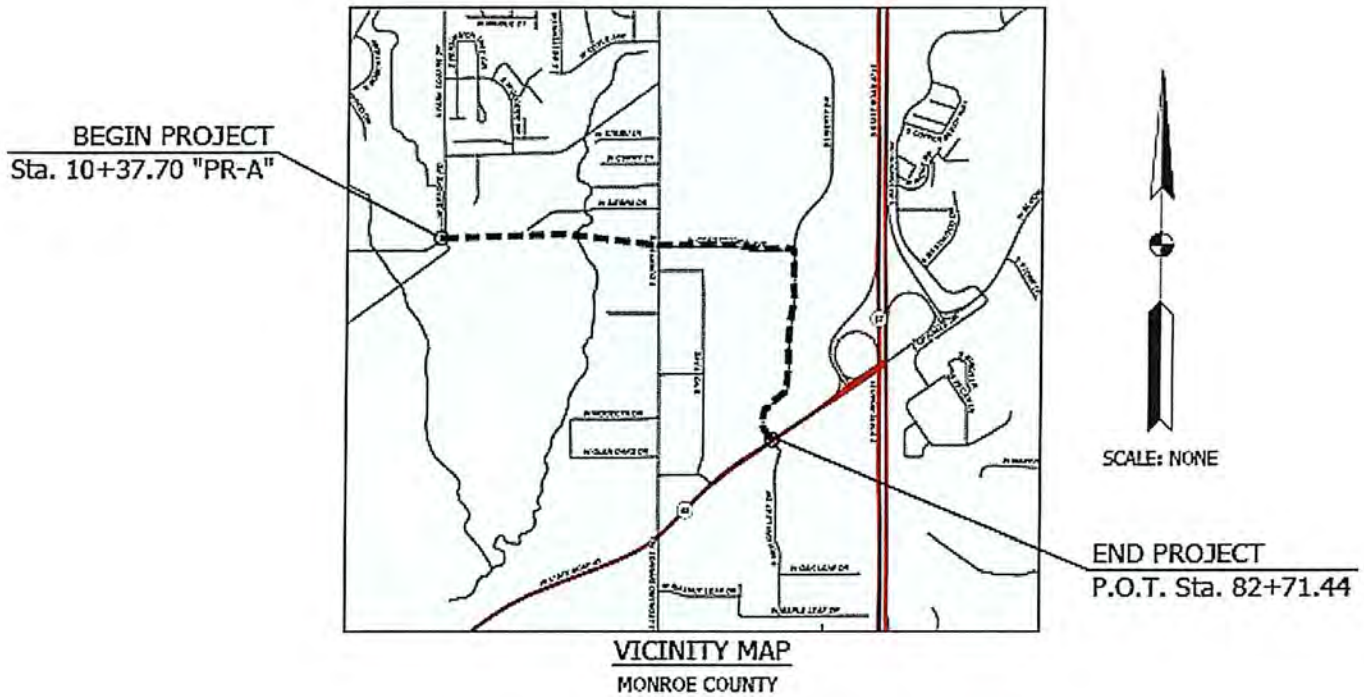
14.4	Small Structure and Miscellaneous Structure Inspections	O'Brien, Chris Olson, Jonathan D
14.5	Bridge Load Capacity Rating & Other Bridge Analysis/Testing	Olson, Jonathan D
16.1	Utility Coordination	Hintz, Kevin A
17.1	Drainage Design for Driveway Permits	Langille, Andrea M
17.2	Small Structure and Pipe Hydraulic Design	Langille, Andrea M
17.3	Storm Sewer and Detention Design	Langille, Andrea M
17.4	Bridge Hydraulic Design	O'Brien, Chris Wright, Bryan W




John A. Leming
Prequalification Research Analyst

cc: Prequalification File

An Equal Opportunity Employer



Project Description
Karst Farm Greenway Connector Trail

2022011581 MIS \$0.00
08/01/2022 12:44:55P 25 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented


Version 6-8-2017

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of July 27 2022 ("Effective Date") by and between the MONROE COUNTY BOARD OF COMMISSIONERS, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and BUTLER, FAIRMAN & SEUFERT, INC. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 1900403

Project Description: Pedestrian Trail Crossing Improvements

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract, which is estimated to be November, 2025. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 32,050.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal 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 contracts, 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.

- ii. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.
7. **Compliance with Laws.**
- A. The CONSULTANT 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. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
 - B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract 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 CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT 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 Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. **Non-Discrimination.**

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, 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, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) **Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT'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;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(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
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

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

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

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

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.
23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Lisa Ridge, Highway Director
Monroe County
501 North Morton Street, Suite 216
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Bradley D. Watson, PE, Executive V.P.
Butler Fairman & Seufert, Inc.
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to the party referred to in Paragraph 23:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
- (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT 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.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

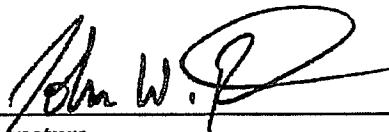
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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **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 Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

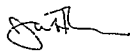
In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

**CONSULTANT
BUTLER, FAIRMAN & SEUFERT,
INC.**

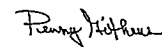


Signature
John W. Brand, President


**LOCAL PUBLIC AGENCY
MONROE COUNTY BOARD OF
COMMISSIONERS
MONROE COUNTY, INDIANA**



Signature
Julie Thomas, President

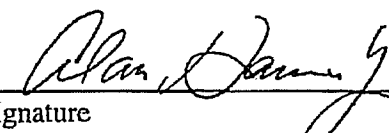


Signature
Penny Githens, Vice President



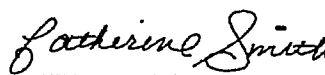
Signature
Lee Jones, Commissioner

Attest:



Signature
Alan Hamersly

Attest:



Signature
Catherine Smith, Auditor

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation (INDOT) and Federal Highway Administration (FHWA).

This is a self-certified LPA project.

Project Description: Installation of rectangular rapid flashing beacons at the following locations:

- Dillman Road at Limestone Trail
- Church Lane at Limestone Trail
- Rockport Road at Clear Creek Trail
- Victor Pike at Clear Creek Trail
- That Road west of Rogers Street at Clear Creek Trail
- That Road west of Victor Pike at Clear Creek Trail
- Rogers Street at Clear Creek Trail

The CONSULTANT shall be responsible for performing the following activities:

A. TOPOGRAPHIC SURVEY

1. Topographic survey will not be performed.
2. Existing linework will be obtained using available online resources, including aerial mapping and GIS shape files, as well as onsite observations.
3. Existing right-of-way and property lines will be drawn using GIS shapefile linework. Property ownership will be obtained from the Monroe County GIS site.

B. ENVIRONMENTAL SERVICES:

The environmental services required to develop this project shall meet the National Environmental Policy Act of 1969 (NEPA) regulations and, as appropriate, latest versions of the NEPA and the Indiana Department of Transportation (INDOT) Decision Making Process, INDOT Procedural Manual for Preparing Environmental Documents, and INDOT Categorical Exclusion Manual.

This project appears to meet the criteria of the Programmatic CE.

The CONSULTANT shall provide the following services and environmental documentation for the entire project route:

1. Project corridor impact evaluation including:
 - a. Standard endangered, threatened and rare species review and USFWS IPaC review
 - b. Completion of a Limited Red Flag Investigation
2. Section 106 Consultation including, as appropriate,
 - a. Preparation of Minor Project Programmatic Agreement (MPPA) Category B documentation and consultation with the Indiana Department of Transportation (INDOT) Cultural Resources Office (CRO).
3. Completion of the Programmatic Categorical Exclusion Document

Items not included in the above descriptions include the following:

1. Public Involvement
2. Early coordination with various required local, state and federal agencies.
3. Waters Report and wetland determination/delineation

4. Ecological Evaluation Form
5. Karst, Sole Source Aquifers, Wellhead Protection Areas, Ground Water, Surface Water and Drinking Water reviews
6. Floodplain review
7. Farmland review and completion of the Farmland Conversion Impact Rating Form
8. Section 6(f) (Land and Water Conservation Fund) and Section 4(f) (public park and recreation land, wildlife and waterfowl refuges and historic properties) reviews
9. Identification and recording of existing documentation in regards to the criteria air pollutants and the conformity status of the project
10. Community impacts, Indirect and Cumulative Impacts, Relocation Studies
11. Determination of the Regulatory Permits required for the project
12. Environmental Justice Analysis
13. Stream or Wetland Mitigation plans
14. Noise Analysis
15. Section 106 involvement beyond MPPA Category B documentation
16. Endangered species studies or reports beyond the minimum early coordination review
17. Archaeological Field Investigation
18. Phase I or Phase II Environmental Site Assessment

Providing these services shall constitute a Change in Work.

C. PROJECT DESIGN

1. Project locations are as described above in Project Description.
2. The CONSULTANT shall prepare preliminary plans and preliminary estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: Chapter 7 (Plan Preparation) of the "INDOT LPA Guidance Document for Local Federal-Aid Projects" (latest revision), INDOT 3-R Design Standards, American Association of State Highway and Transportation Officials "A Policy on Geometric Design of Highways and Streets", Indiana Department of Transportation's Standard Specifications, Road and Bridge Memoranda and Road and Bridge Design Manuals except as modified by supplemental specifications and special provisions, if any. Plans shall be 8-1/2" x 11" sheet size.
3. The CONSULTANT shall submit 30% Plans to the LPA for review and approval, including review meeting.
4. The CONSULTANT shall prepare necessary information and notices and conduct a Preliminary Field Check.
5. 90% Review Submission: The CONSULTANT shall complete the final plans, special provisions (recurring and unique), final opinions of probable construction costs, and all other necessary documents, reports and calculations. The opinion of probable construction cost shall be prepared according to the current practices of the INDOT and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the LPA, through its own forces or through other party or parties will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by the INDOT. The CONSULTANT shall submit 90% Review Submission to the LPA for review.
6. Final Tracings Package: Upon receipt of 90% Review comments, the CONSULTANT shall submit to INDOT all required documentation for the Final Tracings Package Submission.
7. Bid Assistance: The CONSULTANT shall provide contract document and bid assistance to INDOT and the LPA, including review of INDOT's Contract Information Book and addressing contractor inquiries.
8. The CONSULTANT shall provide the design, the layout, and configuration of new Rectangular Rapid Flashing Beacons (RRFB's) at the locations identified in the Project Description.
9. The CONSULTANT shall provide the design of all incidental crossing improvements, including

but not limited to pavement markings and supplemental signage.

10. This scope of work does not include ADA compliance review or improvements, except as directly related to the RRFB installations.

D. UTILITY COORDINATION & RAILROAD SERVICES

The CONSULTANT shall perform utility coordination which shall include the following in accordance with 105 IAC 13 "Utility Facility Relocation on Construction Contracts" for INDOT and federal-aid local projects:

1. Perform IUPPS 811 Design Ticket and area research to determine utilities in the area of the project.
2. Send out Initial Notice Letters for preliminary contact to all utilities, both public and private, to establish: a point of contact, the location of the utilities facilities within the field survey limits, and documentation of reimbursable property interests if any.
3. Conduct a site visit at each location to document the utility field locates.
4. Prepare utility coordination certification and utility special provision.
5. Initiate contact with INDOT Railroad Oversight Agent to coordinate approval for no railroad involvement certification.
6. Finalize coordination with INDOT Railroad Oversight Agent with final plans and MOT for no railroad involvement certification.
7. Prepare, route for approval, and coordination completion of no involvement railroad coordination certification form.

E. GEOTECHNICAL INVESTIGATION

Based on the scope of the Project, it is assumed that a Geotechnical Investigation is not required.

- F. Upon final approval of the Final Tracings Package submittal by the LPA, the CONSULTANT shall deliver to the LPA the following, which shall become the property of the LPA:

1. Set of final approved tracings of the contract plans, in pdf format, drawn to a suitable scale for standard 8-1/2" x 11" sheets.
2. Set of Special Provisions for the Specifications in Word and Adobe Acrobat® .pdf format (latest version at the time of completion of the plans).
3. Copy of the construction cost estimates in CES and Adobe Acrobat® .pdf format (latest version at the time of completion of the plans).
4. Copy all quantity calculations, indexed, paged and bound in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans).

- I. The CONSULTANT shall assist the LPA in updating the Quarterly Tracking Reports and attend and participate in the MPO Quarterly Tracking and Review meetings as requested, primarily via conference call, providing timely and accurate federal aid project updates.

- J. The CONSULTANT shall provide the LPA with documentation necessary for submission of vouchers to INDOT for reimbursement of services.

- K. The CONSULTANT shall attend all such conferences with the officials of the LPA and other interested agencies as may be required in connection with the work. Assume up to three in-person meetings, either onsite or in LPA offices, including the Preliminary Field Check meeting.

- L. The CONSULTANT shall provide the LPA services during construction of the work for the pre-construction meeting, shop drawing review, interpretation of the plans where disagreement may arise, and for consultation during construction in the event unforeseen or unusual conditions may arise.

- M. Additional general data shall be issued at the mutual agreement of the CONSULTANT and the LPA. The CONSULTANT does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

- A. Assist the CONSULTANT in obtaining property owner information, deeds, plans of adjacent developments, section corner information, and any other pertinent information necessary to perform work under this Contract.
- B. Criteria for design and details for signs, signals, highways and structures such as grades, curves, sight distances, clearances, design loadings, etc.
- C. Specifications and standard drawings applicable to the project.
- D. Plans of existing structures and roads within the project limits, if available.
- E. All written views pertinent to the project that are received by the LPA.
- F. Actual relocation and land acquisition costs.
- G. Traffic assignments.
- H. Available data from the transportation planning process.
- I. Utility plans available to the LPA covering utility facilities throughout the affected areas.
- J. Guarantee access to enter upon public and private lands as required for the CONSULTANT under this Contract.
- K. All legal services as may be required for development of the project.
- L. Determining and obtaining locations/time/dates for all public meetings and/or hearings.

APPENDIX "C"

SCHEDULE:

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

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

A. Environmental Services

1. Draft Programmatic CE submitted to INDOT within 210 calendar days after receipt of Notice to Proceed.
2. Final Programmatic CE approval within 45 calendar days after final INDOT review.

C. Design

1. Preliminary Field Check submission and conduct Field Check within 120 calendar days after Notice to Proceed.
3. 90% Review Package completed and ready for submission no less than 240 calendar days prior to letting.
4. Final Tracings Package completed and ready for submission within 30 days after receipt of approval of 90% Plans from the LPA, and no less than 115 calendar days prior to the estimated letting date of August 9, 2023.

APPENDIX "D"

COMPENSATION:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the services performed under this Contract, as identified in Item 2 below, the total fee not to exceed \$32,050.00 unless a modification of the Contract is approved in writing by the LPA.
2. The CONSULTANT will be paid for the work performed under this Contract on a Lump Sum basis in accordance with the following schedule:

a. Programmatic CE	\$ 10,300.00
b. RRFB Design	\$ 19,500.00
c. Utility Coordination and Certification	\$ 2,250.00
3. The CONSULTANT will be paid for supplemental work as additional services in accordance with the rate schedule attached in Appendix "D-1".
4. The CONSULTANT shall not be paid for any service performed by the LPA or services not required to develop this project. Costs for routine photocopy and paper reproduction, cellular phone costs, pager costs and computer time costs will not be paid as a reimbursable but is to be included in the above fees and overhead costs.

B. Method of Payment:

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the LPA. The invoice voucher shall represent the value, to the LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A of this Appendix, percentage completed and prior payments in a form acceptable to the LPA.
2. The LPA for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the LPA and upon the CONSULTANT submitting an invoice as described above.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Item VI.6 (Changes in Work), as set out in this Contract.

APPENDIX "D-1"

SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

2022 HOURLY RATE SCHEDULE

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V (Principal)	\$ 275.00
E-IV	Engineer IV	\$ 210.00
E-III	Engineer III	\$ 180.00
E-II	Engineer II	\$ 140.00
E-I	Engineer I	\$ 105.00
FP-V	Field Personnel V – (Project Coordinator)	\$ 225.00
FP-IV	Field Personnel IV	\$ 195.00
FP-III	Field Personnel III	\$ 155.00
FP-II	Field Personnel II	\$ 120.00
FP-I	Field Personnel I	\$ 95.00
EA-III	Engineer's Assistant III	\$ 185.00
EA-II	Engineer's Assistant II	\$ 150.00
EA-I	Engineer's Assistant I	\$ 105.00
SP-1	Support Personnel I	\$ 75.00
C-II	Clerical II	\$ 125.00
C-I	Clerical I	\$ 80.00
P-III	Planner/Environmental Specialist III	\$ 150.00
P-II	Planner/Environmental Specialist II	\$ 110.00
P-I	Planner/Environmental Specialist I	\$ 95.00

The billing rates are effective January 2022 and may be adjusted annually (beginning January 2023) to reflect changes in the compensation payable to the **ENGINEER**.

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Highway MEETING DATE REQUESTED (*Tentative*): January 9, 2024
Request Presenter(s): Lisa Ridge and Toby Turner Phone:

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☒ Additional Appropriation(s)

Fund Name: Rainy Day

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment *Effective Date of Amendment:*

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*).

During the 2024 budget hearings in September, the Highway Department had requested for a million dollar appropriation in the Rainy Day fund to provide the local match for the Community Crossing Matching Grant Program for paving. The requested funds were removed from the budget and it was decided to bring it back for discussion at a later date.

INDOT has put the announcement out that the next call will open on January 2, 2024 and they are increasing the grant to 1.5 million that could be available. If the department submits for the full 1.5 million, which is our goal, then we would need to provide a 1.5 million match. We are asking the Council to continue the support of the upcoming 2024 paving season to provide the funds for this match through the Rainy Day fund or other funds that might be available.

When the application is submitted in mid January 2024, we are required to provide a financial commitment letter for the local match with the application. The awards will be announced at the end of March or first of April.

In 2024, the highway department has budgeted 1.3 million in the MVH and the Local Road and Street fund for paving. If we awarded the paving projects, all of our funds would be tied to the CCMG and there would be nothing for emergencies or any additional paving. The CCMG application will include approximately 26 miles of paving. With the assistance of the Rainy Day fund providing the match and not using the MVH or LR&S, we could add an additional 11 miles of paving.

With the Council and Commissioners assistance in 2023 with the additional funds from Rainy Day and ARPA we were able to pave 56 miles of roadway. This made a huge difference in our paving program and the residents of Monroe County.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with ²⁰²any questions regarding the Agenda Request Form.

Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.

MEETING DATE REQUESTED *(Tentative)*: 1/9/2024

Fund Number:	1186	Location Number:	0000
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0000

Contact the Council Administrator (Ext. 2516) for new numbers and/or clarification on account numbers.

203

Acct	Obj	Carry Forward Approp	Original Approp	Addt'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Unexpend Pct
<input type="checkbox"/> Fund : 1186									
<input type="checkbox"/> Loc : 0000									
23400	00000	1,000,000.00	0.00	0.00	0.00	1,000,000.00	999,373.79	626.21	0.06%
		1,000,000.00	0.00	0.00	0.00	1,000,000.00	999,373.79	626.21	0.06%
		1,000,000.00	0.00	0.00	0.00	1,000,000.00	999,373.79	626.21	0.06%
		1,000,000.00	0.00	0.00	0.00	1,000,000.00	999,373.79	626.21	0.06%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Highway MEETING DATE REQUESTED (Tentative): January 9, 2024
Request Presenter(s): Lisa Ridge Phone: 812-349-2555

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name:

☒ Transfer of Funds

☒ Category

Fund Name: Fullerton Pike Phase III, Grant Fund

☒ Fund to Fund

Fund Name A: Major Bridge Fund

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☒ De-Appropriation of Account Lines

Fund Name: Fullerton Pike Phase III, Grant Fund

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

We are needing to deappropriate this grant fund to match the current grant award and the 20% match. The grant could increase if additional funds become available.

We are also needing to move the cash that was transferred to this fund back to its original fund (Major Bridge) and the remainder of the cash is the 20% match.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

Council recommends making any In-House Transfers PRIOR to requesting a Category Transfer.

Location Number: 0000

REQUEST THE DE-APPROPRIATION OF ACCOUNT LINE(S) WITHIN A FUND

Please contact the Council Administrator to confirm all steps involved for this type of request.

DEPARTMENT: Highway

MEETING DATE REQUESTED *(Tentative)*: January 9, 2023

Fund Name: Fullerton Pike, Phase III

Fund Number: 8169

Location Number: 0000

[illegible]

Council Staff will notify Department when the De-Appropriation has been completed.

Contact the Council Administrator (Ext. 2516) with any questions regarding your request.

Project Name:	Fullerton Pike, Phase III (road and bridge)	
Fund#	8169	
Local Funding Source	Major Bridge Bond, Major Bridge Fund, Fullerton Pike TIF, Local Road and Street	
CFDA#	20.205	
Project/Des #	1802977/2001721	
Original INDOT Contract Grant Funds	\$2,750,133.00	
Total Grant Award/Allocated Funds to date	\$2,806,645.00	MPO STBG funds
Local Responsibility	\$16,822,500.00	
Estimated Construction Cost	\$19,629,145.00	
Design Cost	\$1,428,840.00	
Local Responsibility	\$1,425,840.00	
Right-of-Way Cost	\$904,485.36	
Local Responsibility	\$181,377.36	
Construction Cost	\$19,629,145.00	
Local Responsibility	\$16,822,500.00	
Construction Inspection Cost	\$1,934,328.00	
Local Responsibility	\$1,934,328.00	

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY


PROJECT COORDINATION CONTRACT

CONTRACT #0000000000000000000072470

Des. No.: 1802977 & 2001721

LPA DUNS/UEI #NR8WKTGZKCH7

CFDA No.: 20.205

2023003685 MIS \$0.00
04/11/2023 11:00:56A 18 PGS
Amy Swain
Monroe County Recorder IN
Recorded as Presented


This Contract is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the MONROE COUNTY, a local public agency in the State of Indiana (hereinafter referred to as the "LPA"), and collectively referred to as the "PARTIES" is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N758-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758-Legal
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

INDOT Seymour District
185 Agrico Lane
Seymour, Indiana 47274

- C. Notices to the LPA shall be sent to:

Monroe County
100 West Kirkwood Avenue
Bloomington, Indiana 47404

RECITALS

WHEREAS, the LPA has submitted an application to receive federal funds for the project described in Attachment A (the "Project"), which is attached herein and made an integral part of this Contract; and

WHEREAS, INDOT has approved of the LPA's application for federal funding, and the PARTIES desire to enter into this Contract to establish the responsibilities for the Project; and

WHEREAS, the LPA shall be responsible for its share of the Project cost as stated in this Contract, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all federal requirements and fiscally manage the Project; and

WHEREAS, the PARTIES have determined the Project is in the best interests of the citizens of the State of Indiana; and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

I PROJECT DESCRIPTION.

1.1. The Parties are entering into this Contract to complete the Project described as follows:

Des. No. **1802977 & 2001721**

Program: **Group II - STBG**

Type of Project: **1802977 New Road Construction & 2001721 New Bridge Construction**

General Scope/Location: **1802977 New Road Construction, Fullerton Pike Phase III Approximately 500' West of Gordon Pike to Rockport Road intersection and 2001721 New Bridge Construction Fullerton Pike, Phase III-Bridge Construction**

II LPA RESPONSIBILITIES.

- 2.1.** The LPA shall complete the Project in accordance with INDOT's Design Manual ([See http://www.in.gov/indot/design_manual/](http://www.in.gov/indot/design_manual/)) and all pertinent state and federal laws, regulations, policies and guidance, including the INDOT's LPA Guidance Document ([See https://www.in.gov/indot/2390.htm](https://www.in.gov/indot/2390.htm)). The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual ([See http://www.in.gov/indot/2523.htm](http://www.in.gov/indot/2523.htm)). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals ([See http://www.in.gov/indot/2493.htm](http://www.in.gov/indot/2493.htm)).
- 2.2.** The LPA shall select the consultant in accordance with INDOT's consultant selection procedure for the consultant services to be eligible for federal funding or federal credits.
- 2.3.** If the LPA contracts with a consultant, contractor, or other agent to complete work on the Project, the LPA may use either the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm>, or an agreement that has been reviewed and approved by INDOT.
- 2.4.** The LPA shall provide all relevant documents including, but not limited to, all plans, specifications, and special provisions, to INDOT for its review. Upon INDOT's review, the LPA shall modify the submittal in accordance with INDOT's modifications or comments, if any. If the LPA fails to provide a submittal, untimely provides the submittal, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.

- 2.5.** The LPA shall complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
- 2.6.** If the LPA fails to meet any of the requirements of Sections 2.1, 2.2, 2.4, or 2.5 above, INDOT will not let the construction Project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
- 2.7.** The cost of the invoice of the construction, utility, and/or railroad work shall be paid by the LPA no later than thirty (30) calendar days from the date of letting.
- 2.8.** The LPA shall make timely payments of costs to INDOT to avoid delays and increased costs to the Project. If the LPA fails to make timely payments of the full amount invoiced by INDOT, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A**, which is attached hereto and incorporated herein by referenced, and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
- 2.9.** The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the Project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
- 2.10.** The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this Section are deemed to be incompetent, inadequate or are otherwise insufficient, or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
- 2.10.1.** If project inspection will be provided by full-time LPA employees, the personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal aid shall be submitted to the District office, referenced on Page 1 of the Contract for payment.
- 2.10.2.** If project inspection will be provided by the LPA's consultant, INDOT must approve, in writing, the consultant personnel prior to their assignment to the Project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on page 1 of this Contract for payment.
- 2.11.** The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the Project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
- 2.12.** The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.

2.13. If FHWA or INDOT invokes sanctions per Section 6.6.2. of this Contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:

2.13.1. In the event of a correctable noncompliance, the LPA shall make the corrections to the satisfaction of FHWA and INDOT in a reasonable amount of time. In the event the LPA fails to make the required corrections, Sections 2.14.2 and 2.14.3 (as applicable) shall apply.

2.13.2. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, Section 2.14.2 shall apply and adjustments shall be made as follows:

- A. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation which have been paid by INDOT to the LPA.
- B. If no right-of-way costs have been paid by INDOT to the LPA or on the LPA's behalf, INDOT shall not pay any claim or billing for right-of-way that is subject to the FHWA citation.
- C. The LPA is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.

2.13.3. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA's noncompliance with right-of-way requirements, and construction work has commenced, the following shall apply:

- A. INDOT may elect to terminate, suspend, or continue construction work in accordance with the provisions of the construction contract.
- B. INDOT may elect to pay its obligations under the provisions of the construction contract.
- C. If the noncompliance can be corrected, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.
- D. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA shall reimburse INDOT the full amount the LPA paid for said construction work, less the amount of federal funds allowed by FHWA.

2.13.4. The LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.

2.13.5. If for any reason INDOT is required to repay to FHWA the sum(s) of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum(s) within forty-five (45) days after receipt of an invoice from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

III. INDOT RESPONSIBILITIES.

- 3.1. INDOT shall have full authority and access to inspect and review all plans, specifications, and special provisions for the Project, regardless of when those plans, specifications, special provisions, or other such Project documents were created.
- 3.2. After the LPA has submitted and INDOT has accepted all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
- 3.3. If the LPA owes INDOT money which is more than sixty (60) days past due, INDOT will not open the construction bids for the Project.
- 3.4. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of **Attachment A**, and fulfillment of all other pre-letting obligations of this Contract, INDOT shall, in accordance with applicable laws and rules, including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11, conduct a scheduled letting.
- 3.5. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
- 3.6. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
- 3.7. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA's share of the construction cost.
- 3.8. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
- 3.9. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
- 3.10. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's invoice, make final payment to INDOT pursuant to **Attachment A** or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

IV. PROJECT FUNDS.

- 4.1. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with **Attachment A** (Project Funds).

V. TERM AND SCHEDULE.

- 5.1. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about

7 weeks before the date bids are opened for the construction contract), between **July 1, 2023 and June 30, 2024**, INDOT will make the federal funds shown in Section I.B. and/or Section I.C. of **Attachment A** available for the Project, provided the Project is eligible, and provided the federal funds shown in Section I.B. of **Attachment A** are available.

- 5.2. In the event that federal funds for the Project are not obligated during the time listed in Section 5.1, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2024 and June 30, 2026**, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in Section I.B. and/or Section I.C. of **Attachment A** are available.
- 5.3. In the event that federal funds for the Project are not obligated during the period listed in Section 5.1 or Section 5.2, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse. If the LPA provides notice to INDOT that any purchase order can be closed for any phase of the Project, then the federal funds that had been obligated and/or allocated to the Project shall be forfeited by the LPA as of the date of the notice. If a purchase order for any phase goes inactive after nine months, the federal funds shall be forfeited by the LPA.
- 5.4. If the Program is Group I or Group II, Sections 5.1, 5.2 and 5.3 do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation.

VI. GENERAL PROVISIONS

- 6.1. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- 6.2. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 6.3. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State. The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is

responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

6.4. Authority to Bind LPA. The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

6.5. Certification for Federal-Aid Contracts Lobbying Activities. The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any Federal 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 agreement, 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 agreement, 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.

C. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6.6. Compliance with Laws.

6.6.1. The LPA 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 there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

- 6.6.2.** The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
- 6.6.3.** The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
- 6.6.4.** The LPA 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 LPA 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 Contract, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA 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 LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- 6.6.5.** The LPA warrants that the LPA and its contractors 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 under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- 6.6.6.** As required by IC §5-22-3-7:
- (1) The LPA and any principals of the LPA certify that:
 - (A) the LPA, 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 LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
 - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA 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 the Contract, even if IC §24-4.7 is preempted by federal law.

6.7. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract 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 LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

6.8. Disadvantaged Business Enterprise Program. Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

6.9. Disputes.

- 6.9.1.** Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 6.9.2.** The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
- 6.9.3.** If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

6.9.4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

6.9.5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

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

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the LPA 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 LPA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B.** Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LPA'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;
- C.** Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D.** Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
- E.** Within thirty (30) days after receiving notice under subdivision (3)(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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring 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.

6.11. Employment Eligibility Verification. The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

- A. The LPA 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 LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and do not employ any employees.
- B. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.
- C. The LPA shall require its contractors, who perform work under this Contract, to certify to the LPA 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 LPA agrees to maintain this certification throughout the duration of the term of a contract with a contractor.

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

6.12. Force Majeure. In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

6.13. Funding Cancellation Clause. 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 the performance of this Contract, this Contract 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.

6.14. Governing Laws. This Contract 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.

6.15. Indemnification. The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone

on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- A. of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- B. of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- C. of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- D. the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

6.16. Merger & Modification. This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

6.17. Non-Discrimination.

6.17.1. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract 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's 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"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

6.17.2. INDOT is a recipient of federal funds, and therefore, where applicable, the LPA 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.

The LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with

the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran).

6.17.3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

- A. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- B. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
- D. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- 6.18. Payment. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- 6.19. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- 6.20. Pollution Control Requirements. If this Contract is for \$100,000 or more, the LPA:

- A. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- B. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
- C. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.

- 6.21. Prohibited Telecommunications and Video Surveillance Equipment and Services.

In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Contractor is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:

A. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR

B. Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

for any purpose to fulfill its obligations under this Contract. The Contractor shall be responsible to ensure that any subcontractor is bound by and complies with the terms of this provision. Breach of this provision shall be considered a material breach of this Contract.

6.22. Severability. The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.

6.23. Status of Claims. The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

6.24. General. This Contract represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract. The Recitals and "Notice to PARTIES" on page 1 of the Contract are hereby made an integral part and specifically incorporated into this Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract 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 Contract, the Party 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 LPA and the State have, through their duly authorized representatives, entered into this Contract. The PARTIES, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

MONROE COUNTY

By: Penny Githens
1E0F5FF84AC4468...

Title: President- Penny Githens

Date: 4/5/2023 | 16:40 EDT

Indiana Department of Transportation

By: Eaton-Mckalip, Kathy - 00800
BC7308F386E24E1...

Title: Director, Local Programs

Date: 4/5/2023 | 13:45 PDT

Electronically Approved by:
Department of Administration

By: (for) Rebecca Holwerda, Commissioner

***Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on March 22, 2022.
FA 22-16***

Electronically Approved by:
State Budget Agency

By: (for) Zachary Q. Jackson, Director

ATTACHMENT A

PROJECT FUNDS

I. Project Costs.

A. This contract is just for the one (1) phase checked below:

_____ Preliminary Engineering or
 _____ Right-of-Way or
 _____ **X** Construction;

B. If the Program is receiving federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, **March 28, 2023**, the maximum amount according to the TIP dated **September 10, 2021** is **\$2,750,133.00 for Des #1802977**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- C. Federal-aid Funds made available to the LPA by INDOT will be used to pay _____% of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$ ____.
- D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- F. If the Program is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of **Attachment A** of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- H. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>.

I. Costs will be eligible for FHWA participation provided that the costs:

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A** and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
4. Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm>.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

Document Approval Status

SetID STIND

Contract ID 0000000000000000000072470

Supplier MONROE COUNTY

▼ Review/Edit Approvers

Agency Fiscal Approval

▼ STIND/0000000000000000000072470: **Approved**

Agency Fiscal Approval

Approved

Justin Sergent - 00800

Agency Fiscal Approval for SCM

04/11/23 - 3:52 PM

IDOA Approval

▼ STIND/0000000000000000000072470: **Approved**

IDOA Legal Approval

Approved

Tammera J. Glickman - 00061

IDOA Legal Approval for SCM

04/13/23 - 9:08 PM

SBA Approval

▼ STIND/0000000000000000000072470: **Approved**

SBA Approval

Approved

Sharp, Cara-00057

SBA Analyst Approval for SCM

04/14/23 - 4:00 AM

Approved

Sharp, Cara-00057

SBA Asst Director for SCM Appr

04/14/23 - 4:07 AM

Approved

Leisher, Jean-046

Inserted Approver

04/14/23 - 8:43 AM

Approved

James Haven Harry

Inserted Approver

04/27/23 - 5:02 PM

Cash Balance as of 12-22-23: \$4,457,309.51

Acct	Obj	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Unexpend Pct
Fund : 8169									
Loc : 0000									
36003	00000	250,000.00	0.00	0.00	0.00	250,000.00	0.00	250,000.00	100.00%
37411	00000	14,150,618.00	0.00	0.00	0.00	14,150,618.00	106,286.51	14,044,331.49	99.25%
37416	00000	9,334.40	0.00	0.00	0.00	9,334.40	0.00	9,334.40	100.00%
37417	00000	1,502,214.00	0.00	0.00	0.00	1,502,214.00	0.00	1,502,214.00	100.00%
37446	00000	234,101.25	0.00	0.00	0.00	234,101.25	3,028.13	231,073.12	98.71%
37556	00000	28,885.53	0.00	0.00	0.00	28,885.53	0.00	28,885.53	100.00%
		16,175,153.18	0.00	0.00	0.00	16,175,153.18	109,314.64	16,065,838.54	99.32%
		16,175,153.18	0.00	0.00	0.00	16,175,153.18	109,314.64	16,065,838.54	99.32%
		16,175,153.18	0.00	0.00	0.00	16,175,153.18	109,314.64	16,065,838.54	99.32%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Clerk-Election MEETING DATE REQUESTED (Tentative): 01/09/2024
Request Presenter(s): Nicole Browne Phone: 812-349-5004

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name:

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☒ Salary Ordinance Amendment Effective Date of Amendment: 1/1/2024

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

Narrative: Give a **DETAILED SUMMARY** explanation for the request (purpose, action needed, etc.).

Due to the increase of the Election Supervisor salary, the Overtime Rate also needs to be amended to \$45.89-\$58.13. Fund number is 1215-17101-0062

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: **HEALTH** MEETING DATE REQUESTED (*Tentative*): **1/09/2023**
Request Presenter(s): **LORI KELLEY** Phone: **812-349-2068**

Was the Council Liaison notified prior to submitting this Agenda Request: **No**

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☒ Additional Appropriation(s)

Fund Name: **LOCAL PUBLIC HEALTH SERVICES**

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment *Effective Date of Amendment:*

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

The Health Department is requesting approval of an additional appropriation, which includes the remainder of the Health First Indiana awarded 2024 budget. At the time of budget hearings the official amount was unknown.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.

[illegible]

Staff will notify Department when the accounts/additional have been approved/updated.

LOCAL PUBLIC HEALTH SERVICES - FUND 1161

					Additional		Final State	
					Appropriation		Budget Totals	
No Department	1161	Local Public Health Services	10102	Administrator	\$76,919			\$76,919.00
No Department	1161	Local Public Health Services	10103	Registrar	\$52,853			\$52,853.00
No Department	1161	Local Public Health Services	10104	Assistant Vital Statistics Reg	\$40,495			\$40,495.00
No Department	1161	Local Public Health Services	10105	Assistant Vital Statistics Reg	\$42,625			\$42,625.00
No Department	1161	Local Public Health Services	10108	Disease Interven. Specialist	\$47,175			\$47,175.00
No Department	1161	Local Public Health Services	10112	Sr. Community Health Specialis	\$54,983			\$54,983.00
No Department	1161	Local Public Health Services	10118	Public Health Coordinator	\$54,673			\$54,673.00
No Department	1161	Local Public Health Services	10122	Environmental Hlth Servs Mgr	\$61,862			\$61,862.00
No Department	1161	Local Public Health Services	10123	Population Hlth Outreach Mgr	\$64,337			\$64,337.00
No Department	1161	Local Public Health Services	10141	Assistant Vital Statistics Reg	\$38,366			\$38,366.00
No Department	1161	Local Public Health Services	10180	Behavioral Hlth & Wellness Co	\$49,486			\$49,486.00
No Department	1161	Local Public Health Services	10181	Enviro Health Specialist/Temp	\$49,941			\$49,941.00
No Department	1161	Local Public Health Services	10183	Public Health Liaison	\$49,486			\$49,486.00
No Department	1161	Local Public Health Services	17801	Part-Time	\$33,280	\$21,179.03		\$54,459.03
No Department	1161	Local Public Health Services	18001	FT Self Insurance	\$135,476			\$135,476.00
No Department	1161	Local Public Health Services	18101	FICA	\$54,811			\$54,811.00
No Department	1161	Local Public Health Services	18201	PERF	\$97,015			\$97,015.00
PERSONNEL CATEGORY TOTAL					\$1,003,783	\$21,179.03		\$1,024,962.03
No Department	1161	Local Public Health Services	20001	Office Supplies	\$1,000			\$1,000.00
No Department	1161	Local Public Health Services	20011	Other Supplies	\$54,150	\$1,969.00		\$56,119.00
No Department	1161	Local Public Health Services	21050	Medical Supplies	\$31,500			\$31,500.00
No Department	1161	Local Public Health Services	22210	Education & Public Info	\$8,000	\$3,335.98		\$11,335.98
No Department	1161	Local Public Health Services	22300	Personnel Health Supplies	\$100			\$100.00
SUPPLIES CATEGORY TOTAL					\$94,750	\$5,304.98		\$100,054.98
No Department	1161	Local Public Health Services	30003	Printing & Subscriptions	\$5,000			\$5,000.00
No Department	1161	Local Public Health Services	30006	Contractual	\$64,000	\$32,000.00		\$96,000.00
No Department	1161	Local Public Health Services	30014	Other Services	\$20,000			\$20,000.00
No Department	1161	Local Public Health Services	30028	Training/Travel	\$47,000			\$47,000.00
No Department	1161	Local Public Health Services	30041	Software	\$10,000			\$10,000.00
No Department	1161	Local Public Health Services	30500	Printing & Advertising	\$5,000			\$5,000.00
No Department	1161	Local Public Health Services	32410	Personal Health Care	\$242,200			\$242,200.00
No Department	1161	Local Public Health Services	33025	HealthNet, Inc	\$20,000			\$20,000.00
No Department	1161	Local Public Health Services	33050	Vehicle Maintenance	\$7,000			\$7,000.00
SERVICES CATEGORY TOTAL					\$420,200	\$32,000.00		\$452,200.00
HEALTH DEPARTMENT'S LOCAL PUBLIC HEALTH SERVICES FUND GRAND TOTAL					\$1,518,733	\$58,484.01		\$1,577,217.01

NEW FUND(S)
Location Report(S) Not Available

The screenshot shows a software application window with a table of data. The table has columns for 'Fund', 'Description', and 'Type'. The 'Fund' column contains the value '1161'. The 'Description' column contains the text 'Local Public Health Services'. The 'Type' column contains the text 'Calendar'. An error dialog box is displayed in the foreground, titled 'Error'. It contains a red 'X' icon and the text 'Please correct the following: No information was found that matched the specifications.' The 'OK' button is highlighted with a blue border.

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: HEALTH

MEETING DATE REQUESTED (Tentative): 1/09/2024

Request Presenter(s): LORI KELLEY

Phone:

Was the Council Liaison notified prior to submitting this Agenda Request: No

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☒ Additional Appropriation(s)

Fund Name: FUTURES CLINIC

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

The Monroe County Health Department is requesting approval of an additional appropriation of earned income and Long Acting Reversible Contraception (LARC) reimbursement in Futures Clinic Fund 8126.

Per the guidelines of the Title X grant "4.5 Program income directly generated by a supported activity or earned as a result of this state award during the period of performance, except as provided on 45 CFR § 75.307(f) must be used for the purposes for which the award was made, and may only be used for allowable costs under the award. For the purpose of this Agreement, program income is defined as fees, premiums, and third-party reimbursements which the Project may reasonable expect to receive."

A total of \$8,747.36 of earned income from November insurance claims need to be appropriated. The department is requesting that the \$8,747.36 be appropriated to the account lines listed within this request. The department is also requesting \$2,169.06 from the LARC reimbursement be appropriated to account line 21112 LARC. LARC reimbursement is a separate reimbursement from TANF. This reimbursement is to help offset the cost of LARC supplies. Supporting documents for November have been included.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.

MEETING DATE REQUESTED *(Tentative)*: 1/9/2024

Fund Number: 8126

Location Number: 9624

Contact the Council Administrator (Ext. 2516) for new numbers and/or clarification on account numbers.

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Indiana Family Health Council
AUTHORIZATION FOR LARC REIMBURSEMENTS

Name of Agency: MCHD Futures Family Planning Clinic

Delivery Address: 119 W 7th St; Bloomington, IN 47404

Inventory of LARCs currently at this clinic site on date: 11/01/2023

Paragards: 2 **# Mirenas:** 2 **# Skylas:** _____

Lilettas: _____ **# Nexplanons:** 0 **# Kyleenas:** _____

Current number of LARCs scheduled to be placed with clients in the next 30 days:

of IUD LARCs: 2 **Expiration Date:** _____

of Implant LARCs: 2 **Expiration Date:** _____

LARC Purchase Request:

<i>Type of LARC</i>	<i>Number Requested</i>		<i>IFHC's 340B Reimbursement Price</i>		<i>Total for Specific LARCs</i>
Paragards	<u>2</u>	@ \$	<u>249.00</u>	= \$	<u>\$498.00</u>
Mirenas	<u>2</u>	@ \$	<u>249.00</u>	= \$	<u>\$498.00</u>
Skylas		@ \$	<u>249.00</u>	= \$	
Lilettas		@ \$	<u>100.00</u>	= \$	
Nexplanons	<u>3</u>	@ \$	<u>391.02*</u>	= \$	<u>\$1,173.06</u>
Kyleenas		@ \$	<u>249.00</u>	= \$	
TOTAL PURCHASE OF LARCs REQUESTED					\$ <u>\$2,169.06</u>

* Nexplanon price based on original \$399.00 price less the Early Pay Discount

In case we have questions, please list contact person:

Name: Evan Theis

Phone: (812) 349-7343

Email LARC Authorization Request as an Attachment to:

Debra Stoehr
(317) 247-9151 ext. 2
debra.stoehr@ifhc.org

IFHC Authorization

Date

11/3/23

LARC Authorization Request Form
07/22

*** Must email scans of invoices back to IFHC**

REPORT OF COLLECTIONS

For Period: 11/1/2023 to 11/30/2023

Monroe County Health Department



Fee Description	Fund	Current Period Collections	Prior Periods Collections	Year-To-Date Collections
Birth Certificate	01	\$5,408.00	\$73,196.00	\$78,604.00
Death Certificate	02	\$10,476.00	\$95,741.50	\$106,217.50
Genealogical Search	03	\$0.00	\$45.00	\$45.00
Real Estate On-Site Inspection	04	\$700.00	\$3,400.00	\$4,100.00
Septic Permit, Commercial	05	\$0.00	\$1,200.00	\$1,200.00
Septic Permit, Duplicate	05	\$0.00	\$0.00	\$0.00
Septic Permit, New	05	\$750.00	\$20,750.00	\$21,500.00
Septic Permit, Renewal	05	\$300.00	\$3,800.00	\$4,100.00
Septic Permit, Repair	05	\$600.00	\$8,100.00	\$8,700.00
Homeowner's Installer Certification	06	\$0.00	\$500.00	\$500.00
Septic Installer Certification	06	\$300.00	\$1,800.00	\$2,100.00
Well Pump Survey	07	\$0.00	\$0.00	\$0.00
Food Establishment - Partial Year, 01-05	08	\$0.00	\$330.00	\$330.00
Food Establishment - Partial Year, 06-10	08	\$0.00	\$495.00	\$495.00
Food Establishment - Partial Year, 11-20	08	\$0.00	\$0.00	\$0.00
Food Establishment - Partial Year, 21+	08	\$0.00	\$300.00	\$300.00
Food Service License, 01-05	08	\$660.00	\$42,982.50	\$43,642.50
Food Service License, 06-10	08	\$0.00	\$37,290.00	\$37,290.00
Food Service License, 11-20	08	\$0.00	\$36,135.00	\$36,135.00
Food Service License, 21+	08	\$600.00	\$44,700.00	\$45,300.00
Food Service License, Mobile	08	\$300.00	\$6,750.00	\$7,050.00
Food Service License, Multi-Market (1-3 Months)	08	\$0.00	\$0.00	\$0.00
Food Service License, Multi-Market (4-6 Months)	08	\$0.00	\$0.00	\$0.00
Food Service License, Push Cart	08	\$0.00	\$50.00	\$50.00
Food Service License, Seasonal (4 months or less)	08	\$100.00	\$1,250.00	\$1,350.00
Food Service License, Seasonal (9 months or less)	08	\$400.00	\$7,750.00	\$8,150.00
Food Service License, Seasonal (other)	08	\$0.00	\$0.00	\$0.00
Food Service License, Temporary	08	\$100.00	\$4,700.00	\$4,800.00
Food Service Plan Review, 01-05	08	\$825.00	\$9,075.00	\$9,900.00
Food Service Plan Review, 06-10	08	\$0.00	\$1,320.00	\$1,320.00
Food Service Plan Review, 11-20	08	\$0.00	\$1,980.00	\$1,980.00
Food Service Plan Review, 21+	08	\$435.00	\$2,070.00	\$2,505.00
Food Service Plan Review, Mobile	08	\$0.00	\$2,100.00	\$2,100.00
Food Service Plan Review, Ownership Change w/o Con	08	\$75.00	\$1,800.00	\$1,875.00
Food Service Plan Review, Prepackaged Food Only	08	\$0.00	\$0.00	\$0.00
Food Vending License	08	\$0.00	\$200.00	\$200.00
Late Fee - Food	08	\$0.00	\$0.00	\$0.00
Late Fee - Food Service License, 01-05	08	\$0.00	\$214.50	\$214.50
Late Fee - Food Service License, 06-10	08	\$0.00	\$198.00	\$198.00
Late Fee - Food Service License, 11-20	08	\$0.00	\$148.50	\$148.50
Late Fee - Food Service License, 21+	08	\$0.00	\$60.00	\$60.00
Redeposited Returned Check - Environmental	09	\$0.00	\$0.00	\$0.00
Redeposited Returned Check - Vital Records	09	\$368.00	\$0.00	\$368.00
Returned Unpaid Check - Environmental	09	\$0.00	\$0.00	\$0.00
Returned Unpaid Check - Vital Records	09	(\$16.00)	(\$368.00)	(\$384.00)
Beach Permit	10	\$0.00	\$75.00	\$75.00
Beach Permit, camp permit add-on	10	\$0.00	\$0.00	\$0.00
Late Fee - Beach	10	\$0.00	\$0.00	\$0.00
Late Fee - Pool/Spa Permit	10	\$0.00	\$375.00	\$375.00
Pool/Spa Permit, Seasonal	10	\$0.00	\$20,750.00	\$20,750.00
Pool/Spa Permit, Year Round	10	\$0.00	\$13,500.00	\$13,500.00
Campground Permit	11	\$0.00	\$960.00	\$960.00
Campground Permit (additional fee)	11	\$0.00	\$2,605.00	\$2,605.00
Returned Check Bank Fee - Environmental	12	\$0.00	\$0.00	\$0.00
Returned Check Bank Fee - Vital Records	12	(\$19.00)	(\$38.00)	(\$57.00)
Returned Check Fee - Environmental	12	\$0.00	\$38.00	\$38.00

Returned Check Fee- Vital Records	12	\$80.00	\$40.00	\$120.00
Late Fee - Waste	13	\$0.00	\$0.00	\$0.00
Solid Waste Facility Permit	13	\$0.00	\$450.00	\$450.00
Trash Hauler Permit	13	\$0.00	\$4,650.00	\$4,650.00
Large Sleeve	14	\$218.00	\$2,685.00	\$2,903.00
Small Sleeve	14	\$117.00	\$1,569.00	\$1,686.00
Notary	15	\$14.00	\$108.00	\$122.00
Affidavit, Paternity	17	\$265.00	\$1,696.00	\$1,961.00
Affidavit, Paternity (copy)	17	\$30.00	\$510.00	\$540.00
Affidavit, Paternity Upon Marriage	17	\$0.00	\$0.00	\$0.00
Photocopying Fees (EH)	18	\$0.00	\$0.50	\$0.50
Photocopying Fees (VR)	18	\$0.00	\$0.30	\$0.30
Home Birth Registration Fee	19	\$0.00	\$54.00	\$54.00
Affidavit, Amendent	20	\$53.00	\$265.00	\$318.00
Correction Notification	20	\$10.00	\$410.00	\$420.00
Total:		\$23,149.00	\$460,765.80	\$483,914.80

Fee Description	Fund	Current Period Collections	Prior Periods Collections	Year-To-Date Collections
Futures Family Planning Clinic	Futures	\$0.00	\$33,728.72	\$33,728.72
Futures Family Planning Clinic TANF (Apr-Sept)	Futures	\$0.00	\$5,481.96	\$5,481.96
Futures Family Planning Clinic Title X (Oct-Mar)	Futures	\$8,747.36	\$2,863.15	\$11,610.51

Splits Fee Description	Fund	Current Period Amount	Prior Periods Amount	Year-To-Date Amount
Coroner Fee	02	\$1,940.00	\$16,434.50	\$18,374.50
Splits Total:		\$1,940.00	\$16,434.50	\$18,374.50

I hereby certify that the forgoing is a true and correct report of collections due the above named governmental unit for the period shown.

8th	December	2023	
Dated this	day of	year	Director

This is not to be used as a receipt. The official to whom the report is made must issue an official receipt for the collections remitted.

Acct	Obj	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Unexpend Pct
☐ Fund : 8126									
☐ Loc : 9624									
10071	00000	0.00	0.00	863.15	0.00	863.15	16,331.00	(15,467.85)	(1,792.02%)
10187	00000	0.00	0.00	0.00	0.00	0.00	7,217.00	(7,217.00)	0.00%
10188	00000	0.00	0.00	0.00	0.00	0.00	7,920.50	(7,920.50)	0.00%
17801	00000	0.00	0.00	0.00	0.00	0.00	3,546.56	(3,546.56)	0.00%
18001	00000	0.00	0.00	2,000.00	0.00	2,000.00	9,000.00	(7,000.00)	(350.00%)
18101	00000	0.00	0.00	0.00	0.00	0.00	2,558.67	(2,558.67)	0.00%
18201	00000	0.00	0.00	0.00	0.00	0.00	4,468.50	(4,468.50)	0.00%
20001	00000	0.00	0.00	0.00	0.00	0.00	113.21	(113.21)	0.00%
21050	00000	0.00	0.00	0.00	0.00	0.00	311.35	(311.35)	0.00%
21112	00000	0.00	0.00	2,169.06	0.00	2,169.06	5,890.02	(3,720.96)	(171.55%)
38110	00000	0.00	0.00	0.00	0.00	0.00	12,288.00	(12,288.00)	0.00%
		0.00	0.00	5,032.21	0.00	5,032.21	69,644.81	(64,612.60)	(1,283.98%)
		0.00	0.00	5,032.21	0.00	5,032.21	69,644.81	(64,612.60)	(1,283.98%)
		0.00	0.00	5,032.21	0.00	5,032.21	69,644.81	(64,612.60)	(1,283.98%)

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: **HEALTH** MEETING DATE REQUESTED (*Tentative*): **1/09/2023**
Request Presenter(s): **LORI KELLEY** Phone: **812-349-2068**

Was the Council Liaison notified prior to submitting this Agenda Request: No

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☒ Additional Appropriation(s)

Fund Name:

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment *Effective Date of Amendment:*

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

The Health Department is requesting an additional appropriation of \$98,600.03 from year 1 of the Crisis CoAg grant contract. This funding will be expended first in 2024 to cover service contract payments for School Liaison services. Additional funding may be used, as appropriate and allowable by grant terms, to support Monroe County schools with the purchase of items such as emergency medications, COVID tests, wellness screening clinics, and/or AED devices.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.

MEETING DATE REQUESTED *(Tentative)*: 1/9/2023

Fund Number: 8111

Location Number: 0000

Contact the Council Administrator (Ext. 2516) for new numbers and/or clarification on account numbers.

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From: [Miller, Johanna](#)
To: [Lori Kelley](#)
Cc: [Rose, Holley M](#)
Subject: Re: Coag Grant
Date: Tuesday, April 11, 2023 3:17:31 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Hi Lori,

Once the funds have been invoiced for, it is up to you how they can best be used. So yes, they can be used for trainings and travel. Just to clarify, are the trainings something that is offered by state department of health for free?

As far as the June 2022 funds are concerned, along with the ones ending this June 2023, as long as you have invoiced for your full amount from us, we do not take those funds back, they are yours to spend how you best see fit.

Thank you!

On Apr 11, 2023, at 3:07 PM, Lori Kelley <lkelly@co.monroe.in.us> wrote:

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Johanna,

Is it possible to get confirmation via a letter or email that money in the Coag grant can be used towards trainings/travel for the school liaison?

Also, for the grant cycle ending June 2022, when do all of those funds need to be spent or returned to the state? Can any of those funds be carried over to support school liaison salary for year 2024?

Thank you,



Lori Kelley, MA, CFRM, MHA, RT (R)(CT)(MR) | *Health Administrator*
Monroe County Health Department
119 West 7th Street | Bloomington, IN 47404
Phone: 812-349-2068 | **Fax:** 812-349-7346



To protect, promote and improve the health of all people in Monroe County.

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Combined Ledger (All Detail) as of 12/14/2023

Monroe County

The Last Posted Date is 10/31/2023.

Fund 8111 Crisis CoAg Supp. Workforce for 01/01/2023 thru 12/14/2023

Budget Account Code	Effective Date	Transaction Date	Transaction Type	Amount	Other Data		
8111.00000.00000.0000	.	.		No Department			
	01/01/2023	01/01/2023	Rec/CarryFwdRec	98,600.03	Carry Forward		
			Estimated				
			Revenue	Receipts	Appropriation	Expenditure	Unreceived Revenue: (98,600.03)
	Current		0.00	0.00	0.00	0.00	Unexpended: 0.00
	Total		0.00	98,600.03	0.00	0.00	Cash: 98,600.03
8111.02134.00000.0000	Fed Grant/Disb - Other	.		No Department			
	03/01/2023	03/01/2023	Rec/AutoRcpt	110,000.00	Rec:026150 BK:001 Auditor of State		
	05/10/2023	05/10/2023	Rec/AutoRcpt	110,000.00	Rec:026705 BK:001 AUDITOR OF STATE		
	06/05/2023	06/05/2023	Rec/AutoRcpt	110,000.00	Rec:026916 BK:001 AUDITOR OF STATE		
	06/05/2023	06/05/2023	Rec/AutoRcpt	110,000.00	Rec:026916 BK:001 AUDITOR OF STATE		
			Estimated				
			Revenue	Receipts	Appropriation	Expenditure	Unreceived Revenue: (440,000.00)
	Current		0.00	0.00	0.00	0.00	Unexpended: 0.00
	Total		0.00	440,000.00	0.00	0.00	Cash: 440,000.00
8111.10124.00000.0000	Covid-19 School Liaison	.		No Department			
	01/13/2023	01/10/2023	Pay/PayDist	1,425.69	BK:002 Payroll Dist		
	01/27/2023	01/24/2023	Pay/PayDist	1,267.28	BK:002 Payroll Dist		
	02/10/2023	02/07/2023	Pay/PayDist	1,227.68	BK:002 Payroll Dist		
	02/24/2023	02/17/2023	Pay/PayDist	1,742.51	BK:002 Payroll Dist		
	03/10/2023	02/23/2023	Pay/PayDist	(1,425.69)	BK:002 Payroll Dist		
	03/10/2023	02/23/2023	Pay/PayDist	(1,267.28)	BK:002 Payroll Dist		
	03/10/2023	02/23/2023	Pay/PayDist	(1,227.68)	BK:002 Payroll Dist		
	03/10/2023	02/23/2023	Pay/PayDist	(1,742.51)	BK:002 Payroll Dist		
			Estimated				
			Revenue	Receipts	Appropriation	Expenditure	Unreceived Revenue: 0.00
	Current		0.00	0.00	0.00	0.00	Unexpended: 0.00
	Total		0.00	0.00	0.00	0.00	Cash: 0.00

Combined Ledger (All Detail) as of 12/14/2023

Monroe County

The Last Posted Date is 10/31/2023.

Fund 8111 Crisis CoAg Supp. Workforce for 01/01/2023 thru 12/14/2023

Budget Account Code	Effective Date	Transaction Date	Transaction Type	Amount	Other Data
8111.10124.00000.9623	Covid-19 School Liaison	.		2023	
	01/01/2023	01/05/2023	Approp/CarryFwdApp	43,480.00	CFD 1/1/23
	03/10/2023	02/23/2023	Pay/PayDist	1,425.69	BK:002 Payroll Dist
	03/10/2023	02/23/2023	Pay/PayDist	1,267.28	BK:002 Payroll Dist
	03/10/2023	02/23/2023	Pay/PayDist	1,227.68	BK:002 Payroll Dist
	03/10/2023	02/23/2023	Pay/PayDist	1,742.51	BK:002 Payroll Dist
	03/10/2023	03/03/2023	Pay/PayDist	1,584.10	BK:002 Payroll Dist
	03/24/2023	03/17/2023	Pay/PayDist	1,584.10	BK:002 Payroll Dist
	04/06/2023	03/31/2023	Pay/PayDist	1,584.10	BK:002 Payroll Dist
	04/21/2023	04/17/2023	Pay/PayDist	1,584.10	BK:002 Payroll Dist
	05/05/2023	04/28/2023	Pay/PayDist	1,584.10	BK:002 Payroll Dist
	05/19/2023	05/15/2023	Pay/PayDist	1,584.10	BK:002 Payroll Dist
	06/02/2023	05/25/2023	Pay/PayDist	1,584.10	BK:002 Payroll Dist
	06/16/2023	06/09/2023	Pay/PayDist	1,584.10	BK:002 Payroll Dist
	06/16/2023	06/09/2023	Pay/PayDist	200.00	BK:002 Payroll Dist
	06/30/2023	06/26/2023	Pay/PayDist	1,584.10	BK:002 Payroll Dist
		Estimated			
		Revenue	Receipts	Appropriation	Expenditure
	Current	0.00	0.00	0.00	0.00
	Total	0.00	0.00	43,480.00	20,120.06
					Unreceived Revenue: 0.00
					Unexpended: 23,359.94
					Cash: (20,120.06)
8111.17601.00000.9623	Longevity	.		2023	
	01/01/2023	01/05/2023	Approp/CarryFwdApp	200.00	CFD 1/1/23
		Estimated			
		Revenue	Receipts	Appropriation	Expenditure
	Current	0.00	0.00	0.00	0.00
	Total	0.00	0.00	200.00	0.00
					Unreceived Revenue: 0.00
					Unexpended: 200.00
					Cash: 0.00
8111.18001.00000.0000	FT Self Insurance	.	No Department		
	01/18/2023	01/18/2023	Claim/RegDocket	1,000.00	BK:001 CK:293823 Inv:Quarterly Self-Insuranc Vnd:001314 Monroe County Treasurer Self-Insurance
	02/21/2023	02/21/2023	Claim/Adjustment	(1,000.00)	BK:001 Vnd:001314 Monroe County Treasurer COR 2/20/23

Financial

12/14/2023 10:28 AM by EGAUSE

Page 2

** Information obtained from the Investment System.

Combined Ledger (All Detail) as of 12/14/2023

Monroe County

The Last Posted Date is 10/31/2023.

Fund 8111 Crisis CoAg Supp. Workforce for 01/01/2023 thru 12/14/2023

Budget Account Code	Effective Date	Transaction Date	Transaction Type	Amount	Other Data
8111.18001.00000.0000	FT Self Insurance	.		No Department	
			Estimated Revenue	Receipts	Appropriation
	Current		0.00	0.00	0.00
	Total		0.00	0.00	0.00
				Expenditure	Unreceived Revenue:
					Unexpended:
					Cash:
8111.18001.00000.9623	FT Self Insurance	.		2023	
	01/01/2023	01/05/2023	Approp/CarryFwdApp	12,000.00	CFD 1/1/23
	02/15/2023	02/15/2023	Claim/RegDocket	1,000.00	BK:001 CK:294666 Inv:Monthly Self-Insurance Vend:001314 Monroe County Treasurer Self-Insurance
	02/21/2023	02/21/2023	Claim/Adjustment	1,000.00	BK:001 Vend:001314 Monroe County Treasurer COR 2/20/23
	03/22/2023	03/22/2023	Claim/RegDocket	1,000.00	BK:001 CK:295519 Inv:Monthly Self-Insurance Vend:001314 Monroe County Treasurer Self-Insurance
	04/19/2023	04/19/2023	Claim/RegDocket	1,000.00	BK:001 CK:296288 Inv:Quarterly Self-Insurance Vend:001314 Monroe County Treasurer Self-Insurance
	05/17/2023	05/17/2023	Claim/RegDocket	1,000.00	BK:001 CK:297076 Inv:Monthly Self-Insurance Vend:001314 Monroe County Treasurer Self-Insurance
	06/21/2023	06/21/2023	Claim/RegDocket	1,000.00	BK:001 CK:297860 Inv:June 2023 Monthly Self-Insurance Vend:001314 Monroe County Treasurer Self-insurance
			Estimated Revenue	Receipts	Appropriation
	Current		0.00	0.00	0.00
	Total		0.00	0.00	12,000.00
				Expenditure	Unreceived Revenue:
					Unexpended:
					Cash:
8111.18101.00000.0000	FICA	.		No Department	
	01/13/2023	01/10/2023	Claim/EFTDedDist	76.64	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	01/13/2023	01/10/2023	Claim/EFTDedDist	17.92	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED
	01/27/2023	01/24/2023	Claim/EFTDedDist	66.81	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	01/27/2023	01/24/2023	Claim/EFTDedDist	15.63	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED
	02/10/2023	02/07/2023	Claim/EFTDedDist	64.36	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	02/10/2023	02/07/2023	Claim/EFTDedDist	15.05	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED
	02/21/2023	02/21/2023	Claim/Adjustment	(82.44)	BK:002 Vend:009413 (fed Tax Ach) COR 2/20/23
	02/21/2023	02/21/2023	Claim/Adjustment	(94.56)	BK:002 Vend:009413 (fed Tax Ach) COR2 2/20/23
	02/21/2023	02/21/2023	Claim/Adjustment	(79.41)	BK:002 Vend:009413 (fed Tax Ach) COR 2/21/23
	02/24/2023	02/17/2023	Claim/EFTDedDist	96.28	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC
	02/24/2023	02/17/2023	Claim/EFTDedDist	22.52	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED

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** Information obtained from the Investment System.

Combined Ledger (All Detail) as of 12/14/2023

Monroe County

The Last Posted Date is 10/31/2023.

Fund 8111 Crisis CoAg Supp. Workforce for 01/01/2023 thru 12/14/2023

Budget Account Code	Effective Date	Transaction Date	Transaction Type	Amount	Other Data		
8111.18101.00000.0000	FICA	.		No Department			
	02/24/2023	02/21/2023	Claim/Adjustment	(118.80)	BK:002 Vend:009413 (fed Tax Ach) COR 2/21/23		
			Estimated				
			Revenue	Receipts	Appropriation	Expenditure	Unreceived Revenue: 0.00
	Current		0.00	0.00	0.00	0.00	Unexpended: 0.00
	Total		0.00	0.00	0.00	0.00	Cash: 0.00
8111.18101.00000.9623	FICA	.		2023			
	01/01/2023	01/05/2023	Approp/CarryFwdApp	3,327.00	CFD 1/1/23		
	02/21/2023	02/21/2023	Claim/Adjustment	82.44	BK:002 Vend:009413 (fed Tax Ach) COR 2/20/23		
	02/21/2023	02/21/2023	Claim/Adjustment	94.56	BK:002 Vend:009413 (fed Tax Ach) COR2 2/20/23		
	02/21/2023	02/21/2023	Claim/Adjustment	79.41	BK:002 Vend:009413 (fed Tax Ach) COR 2/21/23		
	02/24/2023	02/21/2023	Claim/Adjustment	118.80	BK:002 Vend:009413 (fed Tax Ach) COR 2/21/23		
	03/10/2023	03/03/2023	Claim/EFTDedDist	86.46	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC		
	03/10/2023	03/03/2023	Claim/EFTDedDist	20.22	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED		
	03/24/2023	03/17/2023	Claim/EFTDedDist	86.46	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC		
	03/24/2023	03/17/2023	Claim/EFTDedDist	20.22	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED		
	04/06/2023	03/31/2023	Claim/EFTDedDist	86.46	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC		
	04/06/2023	03/31/2023	Claim/EFTDedDist	20.22	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED		
	04/21/2023	04/17/2023	Claim/EFTDedDist	86.46	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC		
	04/21/2023	04/17/2023	Claim/EFTDedDist	20.22	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED		
	05/05/2023	04/28/2023	Claim/EFTDedDist	86.46	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC		
	05/05/2023	04/28/2023	Claim/EFTDedDist	20.22	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED		
	05/19/2023	05/15/2023	Claim/EFTDedDist	86.46	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC		
	05/19/2023	05/15/2023	Claim/EFTDedDist	20.22	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED		
	06/02/2023	05/25/2023	Claim/EFTDedDist	86.46	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC		
	06/02/2023	05/25/2023	Claim/EFTDedDist	20.22	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED		
	06/16/2023	06/09/2023	Claim/EFTDedDist	86.46	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC		
	06/16/2023	06/09/2023	Claim/EFTDedDist	20.22	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED		
	06/16/2023	06/09/2023	Claim/EFTDedDist	12.40	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC		
	06/16/2023	06/09/2023	Claim/EFTDedDist	2.90	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED		
	06/30/2023	06/26/2023	Claim/EFTDedDist	98.21	BK:002 Vend:009413 (fed Tax Ach) DDClr-SOC		

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** Information obtained from the Investment System.

Combined Ledger (All Detail) as of 12/14/2023

Monroe County

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Fund 8111 Crisis CoAg Supp. Workforce for 01/01/2023 thru 12/14/2023

Budget Account Code	Effective Date	Transaction Date	Transaction Type	Amount	Other Data			
8111.18101.00000.9623	FICA		.	2023				
	06/30/2023	06/26/2023	Claim/EFTDedDist	22.97	BK:002 Vend:009413 (fed Tax Ach) DDClr-MED			
			Estimated					
			Revenue	Receipts	Appropriation	Expenditure	Unreceived Revenue:	0.00
	Current		0.00	0.00	0.00	0.00	Unexpended:	1,961.87
	Total		0.00	0.00	3,327.00	1,365.13	Cash:	(1,365.13)
8111.18201.00000.0000	PERF		.	No Department				
	01/13/2023	01/10/2023	Claim/EFTDedDist	159.68	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF			
	01/13/2023	01/10/2023	Claim/EFTDedDist	42.77	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF			
	01/27/2023	01/24/2023	Claim/EFTDedDist	141.94	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF			
	01/27/2023	01/24/2023	Claim/EFTDedDist	38.02	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF			
	02/10/2023	02/07/2023	Claim/EFTDedDist	137.50	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF			
	02/10/2023	02/07/2023	Claim/EFTDedDist	36.83	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF			
	02/21/2023	02/21/2023	Claim/Adjustment	(179.96)	BK:004 Vend:001207 Public Employees Retirement Fu COR 2/20/23			
	02/21/2023	02/21/2023	Claim/Adjustment	(202.45)	BK:004 Vend:001207 Public Employees Retirement Fu COR2 2/20/23			
	02/21/2023	02/21/2023	Claim/Adjustment	(174.33)	BK:004 Vend:001207 Public Employees Retirement Fu COR 2/21/23			
	02/24/2023	02/17/2023	Claim/EFTDedDist	195.16	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF			
	02/24/2023	02/17/2023	Claim/EFTDedDist	52.28	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF			
	02/24/2023	02/21/2023	Claim/Adjustment	(247.44)	BK:004 Vend:001207 Public Employees Retirement Fu COR 2/21/23			
			Estimated					
			Revenue	Receipts	Appropriation	Expenditure	Unreceived Revenue:	0.00
	Current		0.00	0.00	0.00	0.00	Unexpended:	0.00
	Total		0.00	0.00	0.00	0.00	Cash:	0.00
8111.18201.00000.9623	PERF		.	2023				
	01/01/2023	01/05/2023	Approp/CarryFwdApp	6,175.00	CFD 1/1/23			
	02/21/2023	02/21/2023	Claim/Adjustment	179.96	BK:004 Vend:001207 Public Employees Retirement Fu COR 2/20/23			
	02/21/2023	02/21/2023	Claim/Adjustment	202.45	BK:004 Vend:001207 Public Employees Retirement Fu COR2 2/20/23			
	02/21/2023	02/21/2023	Claim/Adjustment	174.33	BK:004 Vend:001207 Public Employees Retirement Fu COR 2/21/23			
	02/24/2023	02/21/2023	Claim/Adjustment	247.44	BK:004 Vend:001207 Public Employees Retirement Fu COR 2/21/23			

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** Information obtained from the Investment System.

Combined Ledger (All Detail) as of 12/14/2023

Monroe County

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Fund 8111 Crisis CoAg Supp. Workforce for 01/01/2023 thru 12/14/2023

Budget Account Code	Effective Date	Transaction Date	Transaction Type	Amount	Other Data
8111.18201.00000.9623	PERF	.		2023	
	03/10/2023	03/03/2023	Claim/EFTDedDist	177.42	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	03/10/2023	03/03/2023	Claim/EFTDedDist	47.52	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	03/24/2023	03/17/2023	Claim/EFTDedDist	177.42	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	03/24/2023	03/17/2023	Claim/EFTDedDist	47.52	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	04/06/2023	03/31/2023	Claim/EFTDedDist	177.42	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	04/06/2023	03/31/2023	Claim/EFTDedDist	47.52	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	04/21/2023	04/17/2023	Claim/EFTDedDist	177.42	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	04/21/2023	04/17/2023	Claim/EFTDedDist	47.52	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	05/05/2023	04/28/2023	Claim/EFTDedDist	177.42	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	05/05/2023	04/28/2023	Claim/EFTDedDist	47.52	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	05/19/2023	05/15/2023	Claim/EFTDedDist	177.42	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	05/19/2023	05/15/2023	Claim/EFTDedDist	47.52	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	06/02/2023	05/25/2023	Claim/EFTDedDist	177.42	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	06/02/2023	05/25/2023	Claim/EFTDedDist	47.52	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	06/16/2023	06/09/2023	Claim/EFTDedDist	177.42	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	06/16/2023	06/09/2023	Claim/EFTDedDist	47.52	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	06/30/2023	06/26/2023	Claim/EFTDedDist	177.42	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
	06/30/2023	06/26/2023	Claim/EFTDedDist	47.52	BK:004 Vend:001207 Public Employees Retirement Fu DDClr-PERF
Estimated					
		Revenue	Receipts	Appropriation	Expenditure
Current		0.00	0.00	0.00	0.00
Total		0.00	0.00	6,175.00	2,828.64
				Unreceived Revenue:	0.00
				Unexpended:	3,346.36
				Cash:	(2,828.64)
8111.20011.00000.9623	Other Supplies	.		2023	
	01/01/2023	01/05/2023	Approp/CarryFwdApp	24,818.00	CFD 1/1/23
	10/04/2023	10/04/2023	Claim/RegDocket	4,088.00	BK:001 CK:300276 Inv:5482 Vend:026227 LIFELINK, LLC HEALTH
	10/11/2023	10/11/2023	Claim/RegDocket	8,176.00	BK:001 CK:300564 Inv:5518 Vend:026227 LIFELINK, LLC HEALTH
	11/01/2023	11/01/2023	Claim/RegDocket	8,101.00	BK:001 CK:301067 Inv:IN747854 Vend:003710 NORTH AMERICAN RESCUE HOLDINGS HEALTH
	11/15/2023	11/15/2023	Claim/RegDocket	1,704.15	BK:001 CK:301372 Inv:INV275539 Vend:007954 ONE BEAT CPR LEARNINNG CENTER HEALTH

Combined Ledger (All Detail) as of 12/14/2023

Monroe County

The Last Posted Date is 10/31/2023.

Fund 8111 Crisis CoAg Supp. Workforce for 01/01/2023 thru 12/14/2023

Budget Account Code	Effective Date	Transaction Date	Transaction Type	Amount	Other Data
8111.20011.00000.9623	Other Supplies	.		2023	
		Estimated Revenue	Receipts	Appropriation	Expenditure
	Current	0.00	0.00	0.00	0.00
	Total	0.00	0.00	24,818.00	22,069.15
					Unreceived Revenue: 0.00 Unexpended: 2,748.85 Cash: (22,069.15)
8111.30014.00000.0000	Other Services	.	No Department		
	02/23/2023	02/23/2023	Claim/Adjustment	41.69	BK:001 CK:293737 Inv:AT&T NOV - DEC 2022 Vend:025089 AT&T COR 2/22/23
	03/08/2023	03/08/2023	Claim/Adjustment	(41.69)	BK:001 CK:293737 Vend:025089 AT&T COR 3/8/23
		Estimated Revenue	Receipts	Appropriation	Expenditure
	Current	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00
					Unreceived Revenue: 0.00 Unexpended: 0.00 Cash: 0.00
8111.30014.00000.9623	Other Services	.		2023	
	01/01/2023	01/05/2023	Approp/CarryFwdApp	350,000.00	CFD 1/1/23
	02/15/2023	02/15/2023	Claim/RegDocket	41.73	BK:001 CK:294578 Inv:SCHOOL LIAISON PHONE Vend:004123 AT&T MOBILITY, LLC HEALTH
	03/08/2023	03/08/2023	Claim/RegDocket	585.00	BK:001 CK:295130 Inv:23 Vend:025010 IU Health Bloomington HEALTH
	03/08/2023	03/08/2023	Claim/RegDocket	41.73	BK:001 CK:295128 Inv:287292054176X02192023 Vend:004123 AT&T MOBILITY, LLC HEALTH
	03/08/2023	03/08/2023	Claim/Adjustment	41.69	BK:001 CK:293737 Vend:025089 AT&T COR 3/8/23
	04/05/2023	04/05/2023	Claim/RegDocket	41.73	BK:001 CK:295807 Inv:287292054176X03192023 Vend:004123 AT&T MOBILITY, LLC HEALTH
	05/17/2023	05/17/2023	Claim/RegDocket	41.69	BK:001 CK:296972 Inv:287292054176X04192023 Vend:004123 AT&T MOBILITY, LLC HEALTH
	06/14/2023	06/14/2023	Claim/RegDocket	41.69	BK:001 CK:297553 Inv:287292054176X05192023 Vend:004123 AT&T MOBILITY, LLC HEALTH
	06/29/2023	06/29/2023	Claim/RegDocket	41.69	BK:001 CK:298126 Inv:287292054176X06192023 Vend:004123 AT&T MOBILITY, LLC HEALTH
	08/16/2023	08/16/2023	Claim/RegDocket	41.69	BK:001 CK:299173 Inv:287292054176X07192023 Vend:004123 AT&T MOBILITY, LLC HEALTH
	09/06/2023	09/06/2023	Claim/RegDocket	36.26	BK:001 CK:299733 Inv:287292054176X08192023 Vend:004123 AT&T MOBILITY, LLC HEALTH
	12/08/2023	12/08/2023	Claim/RegDocket	3,895.47	BK:001 CK:302291 Inv:121038670 Vend:025781 Global Industrial HEALTH
	12/13/2023	12/13/2023	Claim/RegDocket	16,250.01	BK:001 CK:302472 Inv:2023 Jul-Sep LIAISON Vend:025010 IU Health Bloomington HEALTH
	12/13/2023	12/13/2023	Claim/RegDocket	16,250.01	BK:001 CK:302472 Inv:2023 Oct-Dec LIAISON Vend:025010 IU Health Bloomington HEALTH

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** Information obtained from the Investment System.

Combined Ledger (All Detail) as of 12/14/2023

Monroe County

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Fund 8111 Crisis CoAg Supp. Workforce for 01/01/2023 thru 12/14/2023

Budget Account Code	Effective Date	Transaction Date	Transaction Type	Amount	Other Data
8111.30014.00000.9623	Other Services	.		2023	
			Estimated		
			Revenue	Receipts	Appropriation
	Current		0.00	0.00	0.00
	Total		0.00	0.00	350,000.00
				Expenditure	
					Unreceived Revenue: 0.00
					Unexpended: 312,649.61
					Cash: (37,350.39)

Combined Ledger (All Detail) as of 12/14/2023

Monroe County

The Last Posted Date is 10/31/2023.

Fund 8111 Crisis CoAg Supp. Workforce for 01/01/2023 thru 12/14/2023

	Estimated						
	Revenue	Receipts	Appropriation	Expenditure	Unreceived Revenue:		(538,600.03)
Normal Current	0.00	0.00	0.00	36,395.49	Unexpended:		350,266.63
Total	0.00	538,600.03	440,000.00	89,733.37	Cash:		448,866.66
** Outstanding Investments Current		0.00					
Total		0.00					
Fund Totals Current	0.00	0.00	0.00	36,395.49			
Total	0.00	538,600.03	440,000.00	89,733.37	Cash:		448,866.66

Combined Ledger (All Detail) as of 12/14/2023

Monroe County

The Last Posted Date is 10/31/2023.

	Estimated					
	Revenue	Receipts	Appropriation	Expenditure	Unreceived Revenue:	(538,600.03)
Normal Current	0.00	0.00	0.00	36,395.49	Unexpended:	350,266.63
Total	0.00	538,600.03	440,000.00	89,733.37	Cash:	448,866.66
** Outstanding Investments Current		0.00				
Total		0.00				
Grand Totals Current	0.00	0.00	0.00	36,395.49		
Total	0.00	538,600.03	440,000.00	89,733.37	Cash:	448,866.66

Cash Balance as of 12-20-23: \$448,866.66

Acct	Obj	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Unexpend Pct
<input type="checkbox"/> Fund : 8111									
<input type="checkbox"/> Loc : 0000									
10124	00000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
18001	00000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
18101	00000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
18201	00000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
30014	00000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Sheriff MEETING DATE REQUESTED (Tentative): 12/12/2023
Request Presenter(s): Phil Parker Phone: 812-349-2567

Was the Council Liaison notified prior to submitting this Agenda Request: No

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name:

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☒ Other (Specify) Department Update -- Jail

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

We are interested in providing a PowerPoint presentation regarding Jail updates. We anticipate this presentation to be approximately 30 minutes in length.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Sheriff/Jail MEETING DATE REQUESTED (*Tentative*): January 9, 2024
Request Presenter(s): Jeff Cockerill Phone:

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name:

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☒ Salary Ordinance Amendment *Effective Date of Amendment:* 1-1-24

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*).

The following items that were negotiated in the Jail contract were not reflected in the salary ordinance. They are as follows:

1. Increase in the Sgt wage. Currently there is very little difference between the Corporal and Sgt. wages, the contract proposes to have the base SGT pay to be placed at the midpoint between the base Corporal and Sgt.
2. Captain work schedule. The Captains are currently scheduled to work 8.15 (41.25 per week) hours per shift, the salary ordinance reflects an 40 hour workweek.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Sheriff/ Jail MEETING DATE REQUESTED (Tentative): 1/9/24
Request Presenter(s): Jeff Cockerill Phone:

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name:

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☒ Other (Specify) Discussion on Correctional Officer Contract Item

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

The Bargaining Unit is requesting the removal of the 20 year limitation for the longevity pay in the Correctional Officer contract.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Highway MEETING DATE REQUESTED (Tentative): 01/09/2024
Request Presenter(s): Molly Turner-King Phone:

Was the Council Liaison notified prior to submitting this Agenda Request: Yes



PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name:

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☒ Salary Ordinance Amendment Effective Date of Amendment: 01/01/2024

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

The Monroe County Drainage Board is tasked with Board providing much needed review and technical expertise related to stormwater and other drainage issues throughout the county. At their monthly meetings, the Board may complete tasks that include but are not limited to interpreting drainage easements, assisting the MS4 Coordinator with review of upcoming development projects, and providing comment on any relevant ordinances.

These tasks often requires that Board members possess a certain level of expertise and technical knowledge. In order to attract and retain Board members with this skill set, we would like to amend the salary ordinance that provides for the Board members compensation. Currently Board members receive \$25.00 per meeting per person. The proposal is to amend the Salary Ordinance to provide that Board members will receive \$100 for each meeting that is held and that the member attends. Board members will not receive compensation for canceled meetings.

Amend Salary Ordinance

Commissioners General Fund 1000-0068

17301 Board Members Paid per person-per meeting \$25.00-\$100.00

*Board members will not receive compensation for canceled meetings

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with ²⁵⁷any questions regarding the Agenda Request Form.



MONROE COUNTY COUNCIL

Monroe County Courthouse, Room 306
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-7312
CouncilOffice@co.monroe.in.us

COUNTY COUNCIL
Kate Wiltz, President
Trent Deckard, President Pro Tempore
Jennifer Crossley
Marty Hawk
Peter Iversen
Geoff McKim
Cheryl Munson

BOARD OF COMMISSIONERS
Penny Githens, President
Julie Thomas, Vice President
Lee Jones

JOINT SESSION OF THE MONROE COUNTY COUNCIL AND MONROE COUNTY BOARD OF COMMISSIONERS SUMMARY MINUTES

Monday, November 27, 2023 at 5:00 pm
Nat U Hill Meeting Room – Courthouse – Third Floor

Council Members

Present – **In Person** – Kate Wiltz, President
Present – **In Person** – Trent Deckard, President Pro Tempore
Present – **Virtual** – Jennifer Crossley
*Present – **Virtual** – Marty Hawk
Present – **In Person** – Peter Iversen
*Present – **In Person** – Geoff McKim
Present – **In Person** – Cheryl Munson

Commissioners

Present – **In Person** – Penny Githens
Not Present – Lee Jones
Present – **Virtual** – Julie Thomas

Staff

Present – **In Person** – Kim Shell, Council Administrator
Present – **In Person** – Jeff Cockerill, Legal Counsel

1. County Council Call to Order

Wiltz called the meeting to order at 5:06 pm. Councilors Deckard, Iversen, McKim, and Munson present in Nat U Hill Room. Councilor Crossley attended via Zoom.

2. Board of Commissioners Call to Order

Githens called the meeting to order on behalf of the County Commissioners at 5:07 pm. Commissioner Thomas was present on Zoom, and Commissioner Jones did not present.

3. ARPA PROJECT DISCUSSION

A. Karst Park – ARPA Request – 5:08 pm

Lengthy discussion on using Food & Beverage funds to support Karst Park projects, it being justified by improvements to soccer facilities would lead to tourism dollars.

***Hawk entered the meeting via Zoom at 5:21 pm.**

Joint consensus to move forward with appropriation for Karst Park ARPA Projects: \$3,750,000.

B. Jail Transition Director – ARPA Request – 5:26 pm

Lengthy discussion regarding contract with emphasis on hiring consultant, conversation focusing on PONI Training and how information from training was interpreted.

Joint consensus to move forward with appropriations for the Transitional Director: \$330,000.

C. Housing Infrastructure – ARPA Request – 5:42 pm

Discussion on housing infrastructure item for \$2,500,000 with affiliated childcare facility for an additional \$1,000,000. Less than \$200,000 for plan site design and survey would be needed.

Joint consensus to move forward with childcare/facility; an updated amount will be given at next ARPA meeting.

D. Airport Stormwater/Drainage – ARPA Request – 5:46 pm

Lengthy discussion on contract with airport design consultant to review stormwater and drainage issues \$720,000. When study comes back in early 2024, \$4,000,000 needed for future repairs, tackle with ARPA funding.

Joint consensus to move forward with review of stormwater and drainage issues: \$720,000.

E. Broadband – ARPA Request – 6:00 pm

Brief discussion to hold \$100,000 in reserve for use in obtaining State and Federal money.

No further details at this time.

F. Centerstone Residential – ARPA Request – 6:01 pm

Centerstone requested to refurbish or replace two housing projects, but due to full funding from another organization, the request was modified to encompass just the Fairview Apartments at \$300,000.

No specific appropriation was decided.

G. Rural Transit – ARPA Request – 6:03 pm

Discussion to guarantee services for Monroe County residents after 01-01-24. The cost would be \$220,000 – the County share being \$88,000 and \$132,000 from Ellettsville.

***McKim left the meeting at 6:06 pm.**

Consensus to move forward with at least one year of funding for Rural Transit: \$88,000.

Meeting adjourned at 6:15 pm.

The Summary Minutes of the Joint Monroe County Council and Monroe County Board of Commissioners ARPA Meeting for November 27, 2023 were presented and approved by the Board of Commissioners on the _____ day of _____, 2023.

MONROE COUNTY BOARD OF COMMISSIONERS, INDIANA

"Aye"

"Nay"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Member

Lee Jones, Member

ATTEST:

Catherine Smith, Auditor
Monroe County, Indiana

Date

The Summary Minutes of the Joint Monroe County Council and Monroe County Board of Commissioners ARPA Meeting for November 27, 2023 were presented and approved by the Monroe County Council on the _____ day of _____, 2023.

MONROE COUNTY COUNCIL, INDIANA

“Aye”

“Nay”

Kate Wiltz, Member

Kate Wiltz, Member

Trent Deckard, Member

Trent Deckard, Member

Jennifer Crossley, Member

Jennifer Crossley, Member

Marty Hawk, Member

Marty Hawk, Member

Peter Iversen, Member

Peter Iversen, Member

Geoff McKim, Member

Geoff McKim, Member

Cheryl Munson, Member

Cheryl Munson, Member

ATTEST:

Catherine Smith, Auditor
Monroe County, Indiana

Date



MONROE COUNTY COUNCIL

Monroe County Courthouse, Room 306
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-7312
CouncilOffice@co.monroe.in.us

Kate Wiltz, President
Trent Deckard, President Pro Tempore
Jennifer Crossley
Marty Hawk
Peter Iversen
Geoff McKim
Cheryl Munson

COUNCIL WORK SESSION SUMMARY MINUTES Tuesday, November 28, 2023 at 5:30 pm Nat U. Hill Meeting Room and Zoom Connection

Members

Present – **In Person** – Kate Wiltz, President
Present – **In Person** – Trent Deckard, President Pro Tempore
Present – **In Person** – Jennifer Crossley
*Not Present – **In Person** – Marty Hawk
Present – **In Person** – Peter Iversen
*Present – **In Person** – Geoff McKim
Present – **In Person** – Cheryl Munson

Staff

Present – **In Person** – Molly Turner-King, Legal Counsel
Present – **In Person** – Kim Shell, Council Administrator
Present – **In Person** – Bri Gregory, Financial Manager
Present – **In Person** – Jeff Cockerill, County Legal

1. CALL TO ORDER

Wiltz called the meeting to order at 5:35 p.m. Council Members present in the Nat U Hill Room were Deckard, Crossley, Iversen, McKim and Munson. Hawk was not present.

2. ADOPTION OF AGENDA – 5:35 pm

Wiltz noted the Courts Administrator requested Item 6B be pulled from the agenda. Also, Item 14, Prosecutor's Office additional appropriation be tabled to the December 12, 2023 meeting.

Deckard moved to amend the agenda as stated by Wiltz. Crossley seconded.

Wiltz called for a Voice Vote.
Motion passed; Unanimous

3. PUBLIC COMMENT – items NOT on the agenda (limited to 3 minutes per speaker) – 5:38 pm

None

6. COURTS, Lisa Abraham – 6:48 pm

A. Request Approval of Additional Appropriations

General Fund-Courts, 1000-0225

32260	Pauper Attorneys	\$30,000	
32265	Guardian Ad Litem	\$30,000	
32711	Mental Health	\$30,000	\$5,000
	TOTAL	\$90,000	\$65,000

The Department is requesting additional appropriations to **1.** pay invoices through the end of 2023 for Court appointed attorneys when there are conflicts with the Public Defender's office, **2.** to pay invoices for Court Appointed Guardian Ad Litem in Divorce, Paternity and Juvenile cases for the remainder of the year and **3.** to pay for mental health evaluations in criminal cases. Currently, seventeen (17) mental health evaluation invoices averaging \$1,500 each are expected.

Deckard moved to approve the Courts request for additional appropriations in Fund 1000-0225, General Fund-Courts, in the amount of \$90,000 in the Services Category. McKim seconded.

Lisa Abraham, Courts Administrator, presented. She asked that account line 32711 be reduced to \$5,000.

McKim made a motion to adjust the total to \$65,000.

Wiltz called for a Voice Vote on the amendment.

Motion passed; Unanimous

No further discussion. No public comment.

Wiltz asked for a Roll Call Vote.

Shell called the roll:

Iversen Yes

McKim Yes

Munson **Yes**

Wiltz **Yes**

Crossley **Yes**

Deckard	Yes
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Hawk	Yes
------	-----

Motion passed; 7-0; Unanimous

[illegible]

B. Discussion of New Supervisor Position within the ASI Contract

American Security Inc. (ASI) is responsible for the security guards at the front door of the Zietlow Building, Curry Building and the Community Corrections Building. If a security guard is unavailable to work, ASI is short-handed and there is no one to fill their spot, creating a security risk. David Gardner, ASI Director, would like to hire an ASI Supervisor to start in early 2024. The position would be responsible for scheduling, coverage, security training, and de-escalating training. ASI is contracted through the Commissioner's Office but is paid for out of the PS Safety LIT budget that is under the Courts. David Gardner spoke with Angie Purdie, Commissioners' Administrator, who is in support of this request. The position would be paid between \$22.00 - \$30.00 per hour depending on experience. The total expected cost is \$72,800. The additional amount covers ASI's expenses including taxes and insurance. There is not enough money in the 2024 Court's PS Safety LIT, so the Department would need an additional appropriation.

This item was pulled.

7. BOARD OF COMMISSIONERS, Angie Purdie – 6:51 pm

Request the Creation of a New Account Line and Simultaneously Approve an Additional Appropriation

New Account Line: 30013

Opioid Restricted, 1237-0000

30013 Professional Services \$93,000

Amethyst House applied for the Indiana's Opioid Settlement Match Grant RFF with the support of the Board of Commissioners but did not receive the requested support. The Board of Commissioners believes Amethyst's proposal is appropriate for the use of the County received Opioid Settlement funds. Fund 1237- Restricted- has a balance of \$436,666.37; the request from Amethyst meets the criteria for the use of restricted funds. Should Council approve this request, the appropriation is dependent upon a formal agreement with the Board of Commissioners.

Deckard moved to approve the Commissioners' request for an additional appropriation in Fund 1237-0000, Opioid Restricted, in the amount of \$93,000 in the Services Category. McKim seconded.

Angie Purdie, Commissioners' Administrator, presented.

Iversen, Opioid Working Group Member, stated the group met and approve the request for an additional appropriation.

No public comment.

Wiltz asked for a Roll Call Vote.

Shell called the roll:

Munson Yes

Wiltz Yes

Crossley Yes

Deckard Yes

Hawk Yes

Iversen Yes

McKim Yes

Motion passed; 7-0; Unanimous

8. BOARD OF COMMISSIONERS, Angie Purdie – 6:55 pm

Request the Creation of New Account Lines and Simultaneously Approve Additional Appropriations

New Account Lines: 28241 45151 41104

Opioid Grant RFF 2023-007, 9164-0068

28241 Opioid Reduction Supplies \$15,000

41104 Vehicle Purchase \$50,000

45151 Property Acquisition \$200,000

TOTAL \$265,000

Commissioner Githens and the Health Department applied for and received Grant RFF-2023-007 (STATE FUNDS) and were awarded a total of \$576,000. At the last Council meeting, the department requested a fund-to-fund

transfer of \$235,000 from the Opioid Settlement Fund (1238) to the Opioid Grant RFF 2023-007 Fund (9164). This request is for the appropriation of these funds.

Deckard moved to approve the Commissioners' request for an additional appropriation in Fund 9164-0068, Opioid Grant RFF 2023-007, in the amount of \$15,000 in the Supplies Category and \$250,000 in the Capital Category for a total appropriation of \$265,000. McKim seconded.

Purdie presented. Brief discussion. No public comment.

Wiltz asked for a Roll Call Vote.

Shell called the roll:

Wiltz Yes

Crossley Yes

Deckard Yes

Hawk No

Iversen Yes

McKim Yes

Munson Yes

Motion passed; 6-1 [Hawk]; Majority

9. LEGAL DEPARTMENT, Dave Schilling – 6:58 pm

A. Request Approval of an Additional Appropriation

General Fund-Legal, 1000-0277

31214 Claims Settlement \$65,000

Ongoing litigation in various cases creates a need in the Department's Litigation Deduction and Claims Settlement line. The additional appropriation is being requested for the settlement line because the bulk of the remaining requested funds will be for the settlement of those various cases.

Deckard moved to approve the Legal Department's request for an additional appropriation in Fund 1000-0277, General Fund-Legal, in the amount of \$65,000 in the Services Category. McKim seconded.

Cockerill presented. Council discussion ensued. Cockerill stated the amount could be reduced to \$25,000.

Munson moved to amend the original amount of the additional appropriation from \$65,000 to \$25,000. Iversen seconded.

Wiltz asked for a Voice Vote to the amendment.

Motion passed; 5-0-2 [McKim and Wiltz abstain]; Majority

Further Council discussion ensued.

Shell stated that after reviewing the department's budget there was enough in the Personnel Category to move to the Services Category.

Iversen moved to make a category transfer from Personnel to Services in the amount of \$23,962.29. Deckard seconded.

Wiltz asked for a Voice Vote on the category transfer.

Motion passed; 6-0-1 [McKim abstained]; Majority

Tom McGlasson, SWMD Director, presented. Council discussion. No public comment.

Wiltz asked for a Roll Call Vote.

Shell called the roll:

Munson Yes

McKim Yes

Crossley Yes

Wiltz Yes

Hawk Yes

Iversen Yes

Deckard Yes

Motion passed 7-0; Unanimous

11. VETERAN'S SERVICE OFFICE, Steven Miller – 7:14 pm

Request Approval of a Category Transfer

General Fund-Veterans, 1000-0012

FROM:

30028 Training/Travel \$1,576.52

TO:

10043 Veterans Benefits Coordinator \$1,381.19

18101 FICA \$ 195.33

TOTAL \$1,576.52

As a result of the resignation of an employee and the corresponding Vacation time payout, account lines lack sufficient funds to cover the remaining expenses of the Veteran's Benefit Coordinator for the remainder of 2023. The Department is requesting a category transfer to ensure adequate coverage for payroll for the remainder of the fiscal year.

Deckard moved to approve the Veteran's Affairs Office request for a category transfer in Fund 1000-0012, General Fund-Veterans in the amount of \$1,576.52 from the Services Category to the Personnel Category. McKim seconded.

Steven Miller, Veterans Service Officer, presented. No discussion.

Wiltz asked for a Voice Vote.

Motion passed; 7-0; Unanimous

12. HEALTH DEPARTMENT, Lori Kelley – 7:16 pm

A. Request Approval of a Category Transfer

DIS Strengthening Prevention, 8180-9624

FROM:

20011 Other Supplies \$13,788.80

30014 Other Services \$11,427.80

TOTAL \$25,216.60

TO:

17801 Part-Time \$14,714.00

18101 FICA \$ 2,502.60

30028 Travel/Training \$ 8,000.00

TOTAL \$25,216.60

13. CLERK'S OFFICE, Nicole Browne - 7:21 pm

Request Approval to Update Job Description and Simultaneously Amend the 2023 and 2024 Salary Ordinances

Election Fund-Election Board, 1215-0062

FROM:

12002 Election Supervisor COMOT C 35 Hours Non-Exempt

TO:

12002 Election Supervisor COMOT D 35 Hours Non-Exempt

On November 7th, PAC members approved forwarding to Council for discussion.

The Department is requesting the reclassification of the Election Supervisor position due to revised job duties, role and responsibility clarification, and increased expectations. This request was submitted to PAC in June 2023. Waggoner, Irwin, and Scheele (WIS) reviewed the request and completed a desk audit. WIS recommended the position be reclassified as a COMOT D with an effective date of November 19, 2023.

Deckard moved to approve the amended job description of the Election Supervisor and to simultaneously amend the 2023 and 2024 Salary Ordinances in Fund 1215-0062, Election Fund-Election Board, account line 12002, Election Supervisor, COMOT D, 35 Hours, Non-Exempt with an effective date of November 19, 2023. Iversen seconded.

Clerk Browne was not present. Iversen gave a summary of PAC's discussion on the Election Supervisor position. McKim spoke with regards to not following WIS's recommendation of a COMOT D classification.

Lengthy discussion ensued. Council would like to see staff to collect additional data and do a county comparison with regards to pay.

Iversen moved to table this item to the December 12th Council meeting. McKim seconded.

Wiltz asked for a Voice Vote.

Motion passed; 7-0; Unanimous

14. PROSECUTOR'S OFFICE, Beth Hamlin

Request the Creation of a New Location Number and Simultaneously Approve Additional Appropriations

STOP Grant, 8123-9624

13015 Domestic Violence PDA \$44,263.64

13425 Sex Crimes DPA \$44,263.65

17801 Part- Time \$11,700.00

18101 FICA \$6,066.00

18201 PERF \$11,260.00

TOTAL \$117,553.30

This item was tabled from the November 14 Regular Session.

The Department is requesting to create a new location number for grant tracking purposes, and to appropriate renewed STOP grant funding for the time period of 10/1/2022- 9/30/2023. The funds will pay a portion of salary and benefits for a full-time Sex Crimes DPA Specialist, a full-time Domestic Violence DPA Specialist, and a part-time assistant to the Special Victims Unit. The Department has not yet received a copy of a grant award letter or

agreement from the Indiana Criminal Justice Institute but has received approval of the funds within the grant software.

This item was tabled to the next meeting.

15. SHERIFF'S OFFICE, Ruben Martí – 7:40 pm

A. Request Approval of a Category Transfer

Public Safety LIT-Sheriff, 1170-0005

FROM:

47100	Equipment-Law Enforcement	\$10,000
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TO:

17102	Deputy Overtime	\$10,000
-------	-----------------	----------

The Department is requesting a category transfer to cover the overtime line for the remainder of the 2023 budget.

Deckard moved to approve the Sheriff's request for a category transfer in Fund 1170-0005, Public Safety LIT-Sheriff, in the amount of \$10,000 from the Capital Category to the Personnel Category. McKim seconded.

Phil Parker, Sheriff's Chief Deputy, presented. No discussion. No public comment.

Wiltz asked for a Voice Vote.

Motion passed; 7-0; Unanimous

[illegible]

B. Request Approval of a Category Transfer – 7:41 pm

General Fund-Sheriff, 1000-0005

FROM:

20100	Fuel	\$30,000
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TO:

10153	Merit Deputy	\$	544
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15178	Merit Deputy	\$	435
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17102	Deputy Overtime	\$20,000
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30025	Maintenance	\$ 5,021
-------	-------------	----------

31580	Professional Evaluations	\$ 4,000
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TOTAL \$30,000

The Department is requesting a category transfer to cover personnel lines for the remainder of the 2023 budget.

Deckard moved to approve the Sheriff's request for a category transfer in Fund 1000-0005, General Fund-Sheriff, in the amount of \$30,000 from the Supplies Category to the Personnel Category. McKim seconded.

Parker presented. No public comment.

Deckard amended his original motion to say the transfer is from the Supplies Category to the Personnel and Services Categories. McKim asked for unanimous consent to the amendment. No objections.

Wiltz asked for a Voice Vote.

Motion passed; 7-0; Unanimous

16. AMERICAN RESCUE PLAN ACT (ARPA)

A. Sheriff's Office – 7:44 pm

-Transitional Director

Deckard moved to approve the request for an additional appropriation in Fund 8950-0000, American Rescue Plan Act, account line 36719, ARPA Jail Transitional Director, in the amount of \$330,000 in the Services Category. McKim seconded.

Parker presented. Council discussion ensued. No public comment.

Wiltz asked for a Roll Call Vote.

Shell called the roll:

Hawk	Yes
------	-----

Iversen Yes

McKim Yes

Munson **Yes**

Wiltz **Yes**

Crossley **Yes**

Deckard	Yes
---------	-----

Motion passed; 7-0; Unanimous

[illegible]

B. Rural Transit – 7:55 pm

Deckard moved to approve the request for an additional appropriation in Fund 8950-0000, American Rescue Plan Act, account line 36721, ARPA Rural Transit Bus Service, in the amount of \$88,000 in the Services Category. McKim seconded.

Deckard spoke on this topic. Brief Council discussion ensued. No public comment.

Wiltz asked for a Roll Call Vote.

Shell called the roll:

Iversen Yes

Wiltz **Yes**

Hawk Yes

Crossley **Yes**

Deckard	Yes
---------	-----

Munson Yes

McKim Yes

Motion passed; 7-0; Unanimous

[illegible]

C. Request Approval of Additional Appropriations

American Rescue Plan Act, 8950-0000

Personnel Category	\$22,000,000.00
Supplies Category	\$22,000,000.00
Services Category	\$22,000,000.00
Capital Category	\$22,000,000.00

This item was tabled from the November 14 Regular Session.

The Board of Commissioners and County Council are reviewing American Rescue Plan Act (ARPA) Projects. The amount of available ARPA funds of \$22,000,000 was advertised across all categories to give Commissioners and Council flexibility in their project appropriation decision. Disbursements of appropriated funds for ARPA Projects are contingent on the inclusion of the projects within the Ordinance establishing Monroe County's ARPA plan and passage of the plan by the Board of Commissioners.

1. Karst Park Fields Projects – 7:58 pm

Deckard moved to approve the request for an additional appropriation in Fund 8950-0000, American Rescue Plan Act, account line 36718, ARPA Karst Park Fields Projects, in the amount of (three million seven hundred and fifty thousand dollars) \$3,750,000 in the Services Category. McKim seconded.

Council discussion ensued. Kelli Witmer, Parks Director, spoke on this item. Bri Gregory, County Financial Director, stated that after listening to the discussion she recommends changing the account line to a Capital account line.

McKim asked for unanimous consent to change the account number to 48009. No objections.

Mike McAfee, Visit Bloomington representative, spoke in support of this project.

Wiltz asked for a Roll Call Vote.

Shell called the roll:

Wiltz	Yes
Iversen	Yes
Deckard	Yes
Crossley	Yes
McKim	Yes
Munson	Yes
Hawk	Yes

Motion passed; 7-0; Unanimous

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2. Airport Stormwater/Drainage

Deckard moved to approve the request for an additional appropriation in Fund 8950-0000, American Rescue Plan Act, account line 36721, ARPA Airport Stormwater/Drainage, in the amount of \$720,000 in the Services Category. McKim seconded.

Council discussion ensued. Gregory stated that this account number needed to be changed to a Capital account line.

17. COUNCIL OFFICE – 8:27 pm

A. Request to Amend the 2024 Salary Ordinance LTC D Classification Grid
FROM:

2024 Monroe County Government- **APPROVED**

Approximate Annual Salary for 26 Pays

35 Hour- Salary Compensation Grid

CLASSIFICATION	Minimum (Base) Salary	1-Year Completion Increase	3-Year Completion Increase (Mid-Point Hire)	8-Year Completion Increase	14-Year Completion Increase	20-Year Completion Increase	25-Year Completion Increase
LTC D	\$24.76	\$26.13	\$27.51	\$28.61	\$29.71	\$30.53	\$31.36
<i>Bi-Weekly Rate</i>	<i>\$1,733.20</i>	<i>\$1,829.10</i>	<i>\$1,925.70</i>	<i>\$2,002.70</i>	<i>\$2,079.70</i>	<i>\$2,137.10</i>	<i>\$2,195.20</i>
APPROX. ANNUAL	\$45,064	\$47,557	\$50,069	\$52,071	\$54,073	\$55,565	\$57,076

40 Hour- Salary Compensation Grid

CLASSIFICATION	Minimum (Base) Salary	1-Year Completion Increase	3-Year Completion Increase (Mid-Point Hire)	8-Year Completion Increase	14-Year Completion Increase	20-Year Completion Increase	25-Year Completion Increase
LTC D	\$24.76	\$26.13	\$27.51	\$28.61	\$29.71	\$30.53	\$31.36
<i>Bi-Weekly Rate</i>	<i>\$1,980.80</i>	<i>\$2,090.40</i>	<i>\$2,200.80</i>	<i>\$2,288.80</i>	<i>\$2,376.80</i>	<i>\$2,442.40</i>	<i>\$2,508.80</i>
APPROX. ANNUAL	\$51,501	\$54,351	\$57,221	\$59,509	\$61,797	\$63,503	\$65,229

TO:

2024 Monroe County Government- **UPDATED**

Approximate Annual Salary for 26 Pays

35 Hour- Salary Compensation Grid

CLASSIFICATION	Minimum (Base) Salary	1-Year Completion Increase	3-Year Completion Increase (Mid-Point Hire)	8-Year Completion Increase	14-Year Completion Increase	20-Year Completion Increase	25-Year Completion Increase
LTC D	\$24.92	\$26.30	\$27.69	\$28.80	\$29.90	\$30.74	\$31.57
<i>Bi-Weekly Rate</i>	<i>\$1,744.40</i>	<i>\$1,841.00</i>	<i>\$1,938.30</i>	<i>\$2,016.00</i>	<i>\$2,093.00</i>	<i>\$2,151.80</i>	<i>\$2,209.90</i>
APPROX. ANNUAL	\$45,355	\$47,866	\$50,396	\$52,416	\$54,418	\$55,947	\$57,458

40 Hour- Salary Compensation Grid

CLASSIFICATION	Minimum (Base) Salary	1-Year Completion Increase	3-Year Completion Increase (Mid-Point Hire)	8-Year Completion Increase	14-Year Completion Increase	20-Year Completion Increase	25-Year Completion Increase
LTC D	\$24.92	\$26.30	\$27.69	\$28.80	\$29.90	\$30.74	\$31.57
<i>Bi-Weekly Rate</i>	<i>\$1,993.60</i>	<i>\$2,104.00</i>	<i>\$2,215.20</i>	<i>\$2,304.00</i>	<i>\$2,392.00</i>	<i>\$2,459.20</i>	<i>\$2,525.60</i>
APPROX. ANNUAL	\$51,834	\$54,704	\$57,596	\$59,904	\$62,192	\$63,940	\$65,666

An error was discovered in the formula for the LTC D Classification 2024 Salary Grid. Council Staff is requesting approval to amend the 2024 Salary Ordinance to reflect the tables above, in order to correct this error.

Deckard moved to approve the request to amend the 2024 Salary Ordinance, LTC D Classification, 35 and 40 Hours Salary ranges as outlined on the agenda. McKim seconded.

No discussion. No public comment.

Wiltz asked for a Roll Call Vote.

Shell called the roll:

Munson Yes

Wiltz Yes

Iversen Yes

McKim Yes

Deckard Yes

Crossley Yes

Hawk Yes

Motion passed; 7-0; Unanimous

C. Approval of Resolution 2023-32 Regarding the Expansion of the Charles C. Deam Wilderness and the Establishment of the Benjamin Harrison National Recreation Area – 8:28 pm

The County Council Work Session Summary Minutes for **November 28, 2023** were presented and approved on **January 9, 2024**.

MONROE COUNTY COUNCIL

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
L. Kate Wiltz, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Trent Deckard, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Jennifer Crossley, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Marty Hawk, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Peter Iversen, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Geoff McKim, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Cheryl Munson, Councilor

ATTEST:

Catherine Smith, Auditor
Monroe County, Indiana

Date