



**MONROE COUNTY BOARD OF COMMISSIONERS'AGENDA
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
OCTOBER 9, 2019
10:00 am**

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| I. | CALL TO ORDER | |
| II. | COMMISSIONERS' PUBLIC STATEMENT | |
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| VI. | REPORT: | |
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VII. NEW BUSINESS

- A. MOVE TO APPROVE: SHERIFF’S COMPENSATION CONTRACT. 18**
FUND NAME: COUNTY GENERAL FUND NUMBER: 1000
AMOUNT: EQUAL TO PROSECUTING ATTORNEY
Executive Summary: This is a renewal on the same terms as the previous agreement.
Jeff Cockerill, Attorney
- B. MOVE TO APPROVE: RATIFICATION OF BUILDING ASSOC. ALLOWANCE 22**
AUTHORIZATIONS 4 & 5 FOR YSB EXPANSION PROJECT.
FUND NAME: JUVENILE SERVICES NON-REVERTING FUND NUMBER: 2053
AMOUNT: \$3,372.50
Executive Summary: Allowance 4: additional Data Stubs and outlets; Baby Changing Station in public restroom. Allowance 5: Gutters and drains to storm line from the classroom addition.
Jeff Cockerill, Attorney
- C. MOVE TO APPROVE: ORDINANCE 2019-36; AMEND SPEED LIMIT ORDINANCE 86-09. 25**
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A
Executive Summary: Amend Speed Limit Ord 86-09 by the addition of the following 30 mph speed limit location: Bennett Lane.
Lisa Ridge, Highway Director
- D. MOVE TO APPROVE: MILESTONE CONTRACTORS, L.P. AGREEMENT FOR CHERRY 27**
LANE STORMWATER PROJECT.
FUND NAME: STORMWATER FUND NUMBER: 1197 AMOUNT: \$235,000
Executive Summary: This agreement is for the Cherry Lane Drainage improvement project.
Lisa Ridge, Highway Director
- E. MOVE TO APPROVE: INDOT AMENDMENT # 1 FOR SAMPLE ROAD, PH II. 34**
FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169
AMOUNT: \$990,840
Executive Summary: INDOT had the incorrect amount on the original agreement. This amendment is necessary to update the amount of federal funds for the right-of-way acquisition for Sample Road, PH II.
Lisa Ridge, Highway Director

F. MOVE TO APPROVE: INDOT CHANGE ORDER #14 & #15 FOR FULLERTON PIKE, PH I.

47

FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169

AMOUNT: \$7,332.69

Executive Summary: Change Order # 14; There was an existing water main in conflict with a fire hydrant. The fire hydrant was moved and additional ductile iron pipe extended 20ft to the new location. The cost of this change order is \$6,116.69

Change Order #15; there was a conflict with a 36" concrete water main. A different size of pipe was used to clear the concrete water main.

Lisa Ridge, Highway Director

VIII. APPOINTMENTS

IX. ANNOUNCEMENTS

X. ADJOURNMENT

*******BREAK*******



**MINUTES
MONROE COUNTY BOARD OF COMMISSIONERS'
OCTOBER 2, 2019
NAT U HILL III MEETING ROOM
COURTHOUSE
BLOOMINGTON, IN**

The Monroe County Commissioners met in a regular meeting on October 2, 2019 at 10:00 a.m. with the following members present: Julie Thomas, President; Lee Jones, Vice President; and Penny Githens, Commissioner. Also present: Amy Lettelleir, Claims Financial Representative; Jeff Cockerill, Attorney; and Anita Freeman, Deputy Auditor. Not present: Angie Purdie, Commissioners' Administrator; and Lisa Ridge, Highway Director.

I. CALL TO ORDER

The meeting was called to order by Thomas

II. COMMISSIONERS' PUBLIC STATEMENT

Statement read by Githens

III. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES

(Mary Ann Williams) Good morning I'm to speak about Fullerton PH III. Thank you Commissioners for your participation in our ride around held a few weeks ago. As you're aware my interests are for a safe road with aesthetic features and limited truck traffic. A road that is suitable for and respect for a pre-built neighborhood which is what we have here. Having conducted several satisfying and effective large group planning meetings in the course of my career I can attest to the power of allowing large groups of people to generate and express their ideas and visions. Unfortunately the process in this instance seems to have been designed to constrain public input rather than to enlarge and benefit from it. This process was designed for the convenience of public officials and the consultant so that they could run their agenda. As it stands now what is happened is in direct violation of the Complete Streets Policy, article 5, item H. It's all in process and it says *it is best not to come to the public to simply present pre-established goals but rather to encourage participation and dialogue that leads to useful information*. LPA should be prepared to discuss, constructively what the public cares about and ask for ideas. The fact of compliance with Complete Streets Policy as checked off in the TIF is

[illegible]

(Thomas) I'd hate for you to do that if you don't have if you don't have a copy. You have your own copy right?

(Thomas) Ok.

(Thomas) So this sounds like a legal question about what you can do?

(Thomas) Right.

(Aslami) I just went to their office and they have never approved it. This parcel was sold to two different individuals. One guy bought the parcel with the main house and I bought this other parcel.

(Thomas) Ok.

(Aslami) So I've spoken to some of the neighbors they said there's a covenant where no lot should be less than 4 ½ acres. And they said they could sue.

(Thomas) Ok.

(Aslami) So I'm just trying to prevent this mess and see if you guys or whoever can void this sale.

(Thomas) Right. Could we hand this –

(Aslami) And I have the warranty deed.

(Thomas) Could we hand this over to our legal department-

(Aslami) I've spoken to Margie Rice and Dave Schilling. I know there is a lot going on with this. There was a foreclosure, bankruptcy and there is a bankruptcy trustee involved and the property is supposed, I guess they have until Friday to redeem it. So I want to prevent this right, I just want the sale voided.

(Thomas) We don't have the power to void a sale but let's look into it.

(Aslami) Can I send an email to all you guys, copy legal and all that?

(Githens) Sir, what is your name?

(Aslami) Syd Aslami.

(Githens) Thank you. Would you sign the sheet there?

(Aslami) Sure.

(Thomas) Could you, that's just a photo copy right of the deed.

(Aslami) I went to the Recorder's office and got it. I tried to get another copy they couldn't produce it for me.

(Cockerill) Do you have the book and page number?

(Aslami) I'm sorry?

(Cockerill) The book and page of the deed.

(Aslami) Uh, can I just give you the warranty deed? I'm not a lawyer can I just give it to you? I don't know what information you need. Ok, sorry, book 347 page 113. I don't know if you want the instrument number at the top?

(Cockerill) I think with the book and page number we can find that.

(Aslami) Ok. But the thing is though right this shows in the description that the plot is 1.03. But when it was sold, and I think as of now your records show it's been 1.4. So this may have been amended. I tried to go and get that, I just ran out of time.

(Thomas) Ok. Could you hand up what you need and I don't have an email for you can you make sure to give us your contact information on here-

(Aslami) Sure I'm going to send an email right now. I have you guys email, I'll send one.

(Thomas) Ok. That way we'll have it. And if you only have one copy of something-

(Aslami) I can just go Recorder and get another have them print another.

(Cockerill) I have the book and page number. I can call it up on our system and we can look at it.

(Thomas) Ok then we're good.

(Aslami) You want me to just give this to you because we have until Friday to maybe try and resolve this. You want it or not?

(Cockerill) With the book and page number I can access it –

(Aslami) Ok. That's fine.

(Cockerill) from my computer in my office.

(Aslami) I'm just wondering when I can anticipate to get some sort of an answer. This has been going on for a year. This is ridiculous.

(Cockerill) And you have talked to Mr. Schilling and Ms. Rice?

(Aslami) Yeah, I've talked to Dave but you know when I go in there he doesn't acknowledge me and he gives me a bunch of one word answers "yes" and "no".

(Cockerill) I would have to check with him to see what's been done-

(Aslami) Ask him ask him. Like I'm sure like sometimes when people meet they like type up comments right. Ask him I want to see the commentary is that he typed up. I want to ask him what he's typed up. He's not been very helpful.

(Thomas) We will do our best to get back to you as soon as we have some sort of answer-

(Aslami) Ok.

(Thomas) It's not something that we have the power to do-

(Aslami) It's clearly in the legal description.

(Thomas) Right. But it's not something we have the power to do.

(Aslami) Who, ultimately who can cancel this? Does this have to go --?

(Thomas) I don't know. That's why I'm turning to legal because I don't-

(Aslami) If you guys can't help me then I'll go to the Indiana Attorney General's office. It's gotten to that point.

(Thomas) You can --

(Aslami) If you guys can't help me then I'll go there.

(Thomas) That may be the answer I don't know but let's see what we can find out.

(Aslami) Ok.

(Thomas) Give us a moment to do that. Thank you sir. Happy to do it.

IV. APPROVAL OF MINUTES

- **SEPTEMBER 25, 2019**

Jones made motion to approve. Githens seconded.

Motion carried by voice vote.

V. APPROVAL OF CLAIMS DOCKET

- **ACCOUNTS PAYABLE – OCTOBER 2, 2019**

Jones made motion to approve. Githens seconded.

(Lettelleir) Total for Accounts Payable - \$1,679,612.95

- \$249,001 – Area Ten Rural Transit

After call for public comment, carried by voice vote.

VI. REPORTS

- **WEIGHTS AND MEASURES- AUG 16 – SEPT 15, 2019**
- **TRAFFIC/ROAD UPDATE - NONE**

VII. NEW BUSINESS

A. MOVE TO APPROVE: ARNOLD ASPHALT AGREEMENT FOR KARST FARM GREENWAY.

FUND NAME: COUNTY GENERAL FUND NUMBER: 1000 AMOUNT: \$9,876

Jones made motion to approve. Githens seconded.

(Witmer) This is a contract for Arnolds Asphalt to do maintenance on the Karst Farm Greenway. We're going to be doing crack sealing and we're going to replace approximately 200 sq. ft. of failing asphalt.

(Jones) Around where on the trail is asphalt failing?

(Witmer) I knew you were going to ask me that and I do not know what mile marker off hand. But it will be taken care of. I think some tree drip lines are dripping on it and it bubbled up. It's an easy fix and more cost effective to take care of it now than later.

(Githens) I've been going to the park board meetings and so I've already heard about this. I really like how there is really in depth discussion about every single thing that they try to do.

(Thomas) And this has already gone through Council?

(Witmer) Correct.

(Thomas) Ok great.

After call for public comment, motion carried by voice vote.

B. MOVE TO APPROVE: AGREEMENT WITH NOVER ENGELSTEIN & ASSOCIATES, INC.

**FUND NAME: CUMULATIVE CAPITAL DEVELOPMENT FUND NAME: 1138-30041
AMOUNT: \$11,800**

Jones made motion to approve. Githens seconded.

Scott Sowder with Weights and Measures. We're looking at getting software being that our Weights and Measures Department is a one man department. This software which is the only software in the nation geared towards weights and measures. It will help make things more

efficient, stream line the inspection process, keep inventory of all scales and devices in the county. It will make it easier to pull up reports and historical data for me. So it will be my secretary basically.

(Thomas) Right, since you don't have one. Thank you Mr. Sowder. There is an interesting aspect on this contract relating to the travel of the trainer so I'm going to make a motion that we amend the original motion to read not to exceed \$13,000.

(Githens) Second.

(Thomas) Because there is still some estimates inside of this contract and I want to make sure that we're covered.

All in favor of the amended motion. Motion carried by voice vote.

(Thomas) Ok, the item is now amended to read not to exceed \$13,000.

(Githens) I have one question. It indicates in item 7 that pricing does not include external signature pads, are you looking to purchase external signature pads and for what reason?

(Sowders) At some point yes. Reason being I would like to get to the point where I'm emailing copies of the reports to the businesses making the department relatively paperless. But with the signature pad I can capture everything I need for state purposes and save it as a pdf and email it to the business.

(Jones) I know this has been needed. I talk to Mr. Sowders frequently at the Farmer's Market where he shows up very early on Saturday's to make sure peoples scales are really doing what they're supposed to. And I have heard about how he is a one man department and keeps on talking about how maybe someday he'll need to hire someone. Maybe this is a step on the way there.

(Sowders) Yes. Or at least this helps postpone that.

After call for public comment, motion carried by voice vote.

C. MOVE TO APPROVE: RATIFICATION OF PICTOMERTY 6 YEAR MULTI FLIGHT AGREEMENT.

FUND NAME: REASSESSMENT FUND NUMBER: 1224-34350-000-0000

AMOUNT: \$362,320.50 OVER SIX YEARS

Jones made motion to approve. Githens seconded.

(Lisa Surface) I'm here just to ask you to ratify the contract that we went over last week. Judy went into great detail and how it is to work.

(Githens) I have one quick question. In it it says that we can get disaster imagery following tornados and earthquakes and things like that which is wonderful. Is there any indication about how quickly we could get that information from them and how often? Sometimes we have more than one tornado hit a year so would they cover more than one?

(Surface) Sure. I know it has to be one I think it has to be one of the E
(Githens) It has to meet certain requirements in levels of the disaster-

(Surface) certain level of the disaster in order for them to come. But I've seen them go into other counties within 24 hrs. of a tornado taking place. Like down in Clark County, there were in the very next day because they lost one whole town. They did phenomenal work there and was very helpful the Assessor's office to determine what was there and what was not any longer along with the police and fire and everyone else involved.

(Githens) I was asking because I think it would've been useful for some of our road crews even with this last spring.

(Thomas) I imagine that's something FEMA would cover the cost of that extra flight.

(Surface) It's actually included in the contract for free. It's part of the contract.

(Thomas) I'm guessing though that FEMA is -

(Githens) Separately contracted.

(Surface) Yes, FEMA would be part of the process as well.

(Jones) We heard a lot about it last week.

(Thomas) We did. And it's going to be a better product for everyone. That's the benefit here getting to greater detail.

(Surface) Exactly. I did talk with Lowell Davis who is our Pictometry contact and looking for sometime this fall to possibly have him and Trent Pell come in and do a demonstration for any department that is interested in learning more and how to use it best for their department. I think that will be a really great thing.

(Thomas) That's a great idea.

After call for public comment, motion carried by voice vote.

D. MOVE TO APPROVE: ORDINANCE 2019-26; HOOSIER HILLS BANK REZONE.

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: N/A

Jones made motion to approve. Githens seconded.

(Jackie Nester) I'm just really glad that you guys just approved the Pictometry. It's a super helpful tool for us. Really nice that it's accessible on the Elevate GIS which is free to the public. Just a quick note we use that all the time to help people locate new structures on their property especially if they haven't walked the site. It's really helpful and helps with environmental preservation in construction process so thank you for doing that.

I'm here to discuss a rezone application that we have for Hoosier Hills Credit Union. The address here is 3590 W State Road 46. It's located at the corner of 46 and Centennial. The property currently is in Richland Township close to Ellettsville. It's currently zoned Planned Unit Development (PUD). It was rezoned from Limited Business (LB) to Planned Unit Development in 1993 for commercial out lots and townhomes. That never came to fruition right now there is one single family home on the lot with access from a driveway to 46 and then there is also a drive way off of Centennial. So they're asking for a rezone back to Limited Business (LB) which the same is zoning surrounding that parcel currently on all sides.

In the Comprehensive Plan we have this as mixed use and also gateway so we're looking at this from a perspective of we have residents to the north and then we also have gateway entering and exiting Monroe County. We want this to be a walkable area for residents to the north and also a really attractive area for people driving through on 46.

The site is actually two (2) parcels and they're going to be combining those for planning and zoning purposes, so total its 3.4 acres and there is a little bit of constraint in the middle of the lot just for drainage reasons. The house is located on the southern lot. Right now its preexisting non-conforming, I believe it is being occupied, it could stay as a home as long as there was no expansion to the residential use because that wouldn't be permitted under the business or planned unit development use.

Here is the slope map just kind of showing you where the buildable area is. If the rezone is passed and they do apply for a financial service use to put in a bank then we would have to look through this with the Highway Department, Stormwater, Planning and we would all make sure that things are being met such as drainage concerns. There is also an active easement on the property that accesses the property to the north and that easement will not be changed with or without the rezone and they cannot obstruct that easement for that property owner to access. Their proposal is to access 46 only as an entrance and then use Centennial for the rest of the traffic flow since there is a stop light there and it's more safe access by the Highway Department.

Some site photos here. The top left is just showing you were that existing driveway is. That is an easement to access that property which is commercial and that easement again won't be changed with this rezone. There's existing sidewalk on all sides of this property. One of the conditions that staff has recommended is to connect that sidewalk to the facade of the building so that residents to the north can walk to the building without having to go through parking lots and drive-thru's and things like that. Also on the top left is showing you that current access form 46. They have been talking with INDOT about how to provide safe access changing this from a residential driveway to a commercial driveway. That would be something that we would review at the site plan stage but that access point from 46 is actually INDOT so we don't have jurisdiction over whether or not they can keep that access point. We would like for them to mainly use the Centennial access point but I think right in only off of 46 is a pretty good compromise for ensuring their safety.

Here is a Pictometry view, using that Pictometry tool that I talked about, from 2017. So the Highland Park Estates and other neighbors are to the north. There is also an apartment building across the street, a mixed use business, a gas station, so there is a lot of commercial and residential uses there with the gateway of 46.

There was a survey conducted on the property so they're aware of some easements and other things that they will have to locate during the site plan stage. They do have a current proposed site plan showing that they would share a drive way on Centennial in the right-of- way and then also utilize that driveway off of 46 so they're looking to do a bank with some parking as well as some queuing up for a drive thru. This hasn't been approved or looked at yet in depth as this is only the rezone process but it would be before they would start any kind of construction or pull any building permits for this property.

The Highway Department comments mainly where they would like to see limited access off of 46 and most access coming through on Centennial. The Plan Commission did review this at their August 20th meeting and give its approval by a vote of 7-0. We do recommend approval the Plan Commission as well as staff to the County Commissioners with a few conditions. So, one being sidewalk from West State Road 46 and North Centennial Drive be connected to the front façade of the building so that gateway area can be built out for anyone that's walking around that area. And then only right turn access from West State Road 46 from west bound State Road 46 and that the design shall prohibit any east or west bound turn onto West State Road 46 from the interior of the property. We would ensure that during the site plan review. And then lastly the petitioner exclude pole signs and only receive sign permit applications for wall and monument signs for the subject property and that's just an aesthetic request.

(Jones) It sounds like a nice attention was taken to the gateway prospect of it.

(Githens) I like the attention to safety also. I wish we had more control over those setbacks of the sidewalks.

(Thomas) So Commissioner Githens raises an interesting point about the discussion about the right turn access etc. that this is just a reminder for anyone who is interested that this is a state road and we cannot control a lot of what happens on this road way and in the right-of- way that's part of the issue. On photo seven (7) where it says a view of the home and garage, this would be the northern piece, the resident's piece just north, it says view of home and garage from the driveway to be removed. I think this was a point of contention with that homeowner which also included some sort of homebased business. I just want to clarify the fact that we're talking about the fact that they have access to their property no matter what.

(Nester) Yes. That access point the easement cannot be obstructed and that will not change with or without the rezone that's a separate recorded document.

(Thomas) Right, I just want to make sure that's out there, that we understand that and that it's all taken care of.

Anyone here to speak in favor of this petition?

Mike Carmin representing the petitioner Hoosier Hills Credit Union. Just too really emphasize the last point it's actually a little bit more than the access there. There are a couple of easements, utility easement that was shown on that survey and there's access easement in that northwest corner to the adjacent property of the northwest corner. We know there is a water

line out there. The water meters are in the right- of-way of Centennial Drive but the actual location of the line where it runs is not within an easement that has been discovered but we have to locate it, I mean that's just a given for any development working to disturb soil to do utility locates. All those things I think that are concerns are really not zoning petition questions or plan or development plan things but they will all be dealt with. The request to INDOT on the upgrade of the driveway permit from 46 will be for right in only it's not a request for a full driveway. They'll have their own design specs for the required deceleration lane how long and how wide it will be and that will be on the north side of 46. So traffic turning right in to the property will be able to pull off out of the travel lane to decelerate to be able to do the right turn in. In terms of talking about access easement we start with the proposition that it's a property right, we have no right to disturb it and that's where we start. We can consider and actually we have already suggested possible realignments of that but we can't do anything without that property owners consent. If we come to an agreement of how it might be realigned and perhaps improved the access we can do that. But if not then it stays as it is because we don't have a right to disturb their existing easement rights and that will be honored and the site plan will reflect all this whatever the final decision is to leave it as is or to do any type of realignment.

(Thomas) Is there anyone else who is here to speak in favor of this petition? Is there anyone here to speak in opposition to this petition?

After call for public comment, motion carried by voice vote.

E. MOVE TO APPROVE: AGREEMENT WITH INTEGRA REALTY RESOURCES REGARDING LEDGE WALL PROJECT.

FUND NAME: 2016 GO BOND B FUND NUMBER: 4808 AMOUNT: \$7,900

Jones made motion to approve. Githens seconded.

(Cockerill) I believe last week you approved the first appraisal for that property. This would be the second we're required to have before we can finalized any kind of purchase price. We can't pay more than the average of the two appraisals. This one is a little bit more costly but the vendor that we're using has a little more history dealing with environmentally sensitive property. We thought that was important when we did the appraisal for this and that is why we recommend approval.

(Jones) I thought in contract I saw that the company does not claim any environmental expertise. Is that just a legal thing?

(Cockerill) I think that goes back to, and again we're working on an agreement with this as well kind of the phase I component to looking at a property. They're not holding themselves out to be people who do environmental research and can tell you, and phase I is essentially looking at a lengthy history of the property and determining whether there was any use on that property that would have environmental sensitivities. I think that's what that kind of language is getting at, is they are not doing that kind of in-depth review and in this case we have a lot of information. There are restrictive covenants on that which I think it goes all into the appraisal

aspect. We're not asking them to tell us what you would expect to see from an environmental report or anything like that.

(Jones) Thank you.

(Githens) On there the property's that are listed they show one of them being 166 ½ acres? Is that correct?

(Cockerill) It's not 166 acres.

(Thomas) The whole thing-

(Githens) That's what's in their letter.

(Cockerill) When I reviewed it I made sure that the parcel numbers were correct.

(Githens) Ok. So the things we're signing are correct?

(Thomas) Yes.

After call for public comment, motion carried by voice vote.

F. MOVE TO APPROVE: COLLECTIVE BARGAINING AGREEMENT WITH AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, INDIANA COUNT #62, LOCAL #1567.

**FUND NAME: MOTOR VEHICLE HWY; CUMULATIVE BRIDGE; STORMWATER
FUND NUMBER(S): 1176; 1135; AND 1197 AMOUNT: AS BUDGETED**

Jones made motion to approve. Githens seconded.

(Cockerill) This is our Highway Department, Highway Garage Collective Bargaining Unit. The easy part of this is that the amount we expect to pay as result of this as far as wages and salaries is really unchanged from last year except for the County Council recommended increase in hourly rate. We have talked about this collective bargaining agreement since January of this year. With the turn over and with Lisa taking over for Bill from the last collective bargaining unit and Toby also taking over from John. We went through this one fairly fine toothed to make sure everybody understood what the provision said and some other provisions needed to be amended. So that's where the bulk of the changes are in this agreement as compared to previous one is a lot of clarifying language and some changes. I know one of the changes that the Highway Department found to be very important was how we define when we go to 4 tens as opposed to 5 eight hour days. We'd always tied that to daylight savings but this calls it summer hours and just thirty days' notice and it changes and it really doesn't tie it to daylight savings because that was probably not the best time and I think everybody realized that the year after we signed it. A lot of those kind of internal mechanisms where changed but the cost and things like that are essentially the same.

(Jones) I was just a little surprised by the amount of the clothing allowance. Is that because they have to have the steel tip boots?

(Cockerill) I think that clothing allowance when I looked at the calculations and things I've always included that hourly rate as that and an hourly rate for the snow and ice removal when I'm comparing it to other counties. That has been in there historically I actually think it covers some of the cost of that. The boots especially I think we still provide like a lot of the reflective vests and things like that and the helmet that I think that would include the boots as well as, they have rugged jobs and clothes wear out a lot quicker than they would otherwise.

(Thomas) I will say indeed I think saying that this has been reviewed with a fine tooth comb is an understatement. I was reading it again this weekend and I thought how many times a read have this? And am I really paying attention, you know because I have read it so much because we have been talking about it for so long. I really applaud the work of Mr. Cockerill and of course our great employees at highway. I'm glad we can come to these agreements so easily and that we've all worked together so well.

After call for public comment, motion carried by voice vote.

G. MOVE TO APPROVE: COLLECTIVE BARGAINING AGREEMENT WITH JAIL COLLECTIVE BARGAINING UNIT.

FUND NAME: COUNTY GENERAL & PUBLIC SAFETY LIT

FUND NUMBER: 1000 & 4933 AMOUNT: INCREASE OF \$34,411.68 ABOVE BUDGET

Jones made motion to approve. Githens seconded.

(Cockerill) And everything I said about the last one is exact opposite in this one. And when we talked about this last year when we approved this agreement we talked about how the salary these guys were getting weren't in line with what other comparable counties were paying. The \$34,000 I actually think is closer to \$27,000 because we did take out one of their specialty pays because we're instituting a rank of corporal. And when we calculated how much the corporal cost we did not remove that 7,000 budget number for field training officers. But this is essentially putting them in line with what the market is. We looked at seven different counties all the ones that are similarly sized plus I think we included Martinsville because we had seen a lot of attrition to the Martinsville facility. So this puts it in line with the average of those seven groups and they are the same ones we used for the Sheriff's Department because they are similar in size as far as population as our facility. So that's how we got to the numbers it's roughly for the initial starting officer, it's roughly \$1 more an hour. I think it's a little bit more for sergeants and a little bit more for captains at the same level. It's just trying in getting those three budgeted officers and employee levels to kind of make sense. When we looked at it part of the reason for the difference between what was budgeted is that when we looked at the difference between the officer and the sergeant there wasn't very much space as opposed to the captain so we had to adjust that sergeant figure. This is a one year contract and I can tell you we're already looking at what other counties are doing and I would suspect that next year part of our conversation will be looking at least one other county that is setting a base rate and every year they're giving a fixed amount of an increase. From our history this is a profession where we have a lot of people who stay more than five years. We lose a lot of historic knowledge and a lot of capacity to really build a cohesive work force because of that.

(Jones) I'm very relieved to hear that their salary is being brought up to a more standard level. They certainly deserve that. It's very disturbing that people don't stay much more than five years because the jail is a place where having consistency really makes a difference.

(Cockerill) And the five years, you're lucky to get that.

(Thomas) It's a high burn out job. Again thank you for working on this. It's another not so easy contract to work through but I appreciate everybody's attention to details, especially Mr. Cockerill.

(Githens) Has the County Council approved the extra expenditure?

(Cockerill) We will take this to the County Council either at their October or November meeting. I've talked with Kim Shell and we're just trying to figure out which of those two meetings will make the most sense.

(Githens) Ok.

(Cockerill) But the additional wouldn't occur until next year because where we're at in the budget process.

After call for public comment, motion carried by voice vote.

VIII. APPOINTMENTS

- **NONE**

IX. ANNOUNCEMENTS

- The public is invited to review new election equipment being displayed from various vendors on October 14, 2p-4p in the Nat U Hill meeting room.
- Accepting applications for all boards and commissions.
- Next Commissioners' Meeting: October 9, 2019, 10am in the Nat U Hill meeting room, 3rd floor of the courthouse.

X. ADJOURNMENT

The minutes of the October 2, 2019 Board of Commissioners' meeting were approved on October 9, 2019.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens

Penny Githens

Attest:

Catherine Smith, Auditor



MONROE COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
October 2, 2019

There are no work session items this date.

MONTHLY REPORT - CLERK OF THE CIRCUIT COURT

Required by IC 33-17-2-8

FILED
SEP 30 2019

MONTHLY REPORT AUGUST 2019

Catherine Smith

Auditor Monroe County, Indiana

Charges:

1	Fees payable to the State	\$	320,381.71
	JC - Reimbursements	\$	-
	FSSA Support		
2	Fees payable to the county	\$	84,016.55
3	Bank Discrepancy	\$	6,908.32
4	Trust Funds (Bonds/Other)	\$	2,087,827.09
5	Trust, Refunds	\$	993.49
6	Trust, Judgment Collections	\$	205,430.83
	ISETS Child Support Collections	\$	7,636.81
	Interest-bearing Accounts Payables	\$	106,119.43
	Cash on Hand	\$	1,500.00
7	Total Charges	\$	<u>2,820,814.23</u>

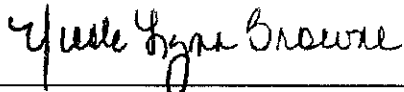
Credits

8	Certificate of deposit		
9	Certificate of deposit		
10	Certificate of deposit		
11	Monroe County Bank Account	\$	2,705,557.99
	Monroe Bank Account - Ledger		
	Old Judgment Collections		
	ISETS Child Support	\$	7,636.81
	Interest-Bearing Saving Account	\$	106,119.43
12	Subtotal: Daily Balance Record (Lines 8-11)		
13	ISETS Monthly Clerk's Support Record	\$	-
14	Total Depository Balances as shown by Records	\$	<u>2,819,314.23</u>
15	Investments on Hand at the close of business	\$	-
16	Cash in office at the close of business	\$	1,500.00
17	Total	\$	-
18	Cash Short		
19	Cash Long		
20	PROOF (Line 7)	\$	<u>2,820,814.23</u>

21	Balance in All Depositories	\$	2,966,003.75
22	Deduct: Outstanding Checks	\$	(365,228.77)

23	Net Depository Balance		
24	Deposits in Transit	\$	215,806.08
25	Bank Fees	\$	155.00
26	Interest		
27	Miscellaneous Adjustments (explain fully)	\$	1,385.17
28	Participant recoupments	\$	1,130.00
29	Agency recoupments	\$	63.00
30	Balance in all Depositories (line 14)	\$	2,819,314.23
31	PROOF	\$	2,819,314.23

State of Indiana, MONROE County: ss: I, the undersigned Clerk of the Circuit Court in and for the afresaid county and state, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief and as appears of record now on file in this office.

(SEAL) 
Clerk, Monroe Circuit Court

ISETS: Over \$406.20	-406.20
Adjustment for CC & ACH items in transit	7,201.00
Credit Card deposited in Bank	-5,550.63
ACH ST of IN Payables	-81.00
Stale dated/reissued checks cashed	272.00
Return Bank Fees	
Other Adjustments	-50.00
Total Misc Adjustments	1,385.17

Copy for Commissioners
Copy for Board of Finance
Copy for State Board of Accounts @
E418 Government Center South
Indianapolis, IN 46204

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: October 9, 2019

Item for Formal Meeting? ☒
(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐
(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:
Include VENDOR's Name in title if appropriate

Contract between Monroe County and the Monroe County Sheriff re: Sheriffs Compensation

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: County General

Fund Number 1000

Amount: An amount equal to the Prosecu

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

This is a renewal on the same terms as the previous agreement.

Person Presenting: Jeff Cockerill

Department: Legal

County Legal Review required prior to submission of this form for all contracts
Attorney who reviewed: Jeff Cockerill

Submitted by: Jeff Cockerill

Date: 8/8/19

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

Office e-mail: Commissionersoffice@co.monroe.in.us

2019 SALARY CONTRACT FOR THE MONROE COUNTY SHERIFF

Under the authority of IC 36-2-13-2.5, this Salary Contract is made between Brad Swain, Monroe County Sheriff ("Sheriff"), the Board of Commissioners of Monroe County ("Commissioners") and the Monroe County Council. This Salary Contract will become effective once approved by resolution of the Commissioners and Council, as is required by IC 36-2-13-2.5 (c). In consideration of the mutual covenants and conditions set forth below, the Sheriff, Commissioners and Council do hereby agree as follows:

1. Fixed Compensation. The Sheriff shall be paid a fixed amount of money equaling the salary paid to the full-time, elected Monroe County Prosecuting Attorney. If the Prosecuting Attorney's salary is adjusted, so shall be the Sheriff's, in order that the salary remain at the same level.
2. Manner of Payment. Payment of the full amount of the Sheriff's compensation, mentioned in Paragraph 1, shall be paid from the County General Fund in the manner that salaries of other county officials are paid.
3. Sheriff's Tax Warrant Collection Fees. As required by statute, the Sheriff shall deposit tax warrant collection fees (as described in IC 6-8.1-8-2 & 3, Versions b) into the County General Fund.
4. Prisoners' Meals. The County Council shall make an appropriation in the usual manner from the County General Fund for feeding prisoners. The Sheriff or the Sheriff's officers, deputies, or employees may not make a profit from the appropriation. The Sheriff shall deposit all meal allowances received under IC 36-8-10-7 into the County General Fund for use for any General Fund purpose.
5. Accounting of Expenditures for Feeding Prisoners. The Sheriff shall be required to file an accounting of expenditures for feeding prisoners with the County Auditor on the first Monday in January and the first Monday of July of each year.
6. Term. This Salary Contract shall be effective upon the passage of an approval Resolution by the Commissioners and the Council and shall be effective until December 31, 2022.
7. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the Council, the Commissioners and the Sheriff have executed this Agreement on the dates written below.

2019 Salary Contract for the Monroe County Sheriff

Dated this _____ day of _____, 2019.

Adopted this _____ day of _____, 2019.

MONROE COUNTY COUNCIL

“AYES”

“NAYS”

Shelli Yoder, President

Shelli Yoder, President

Eric Spoonmore, President Pro Tempore
Tempore

Eric Spoonmore, President Pro

Trent Deckard, Member

Trent Deckard, Member

Marty Hawk, Member

Marty Hawk, Member

Geoff McKim, Member

Geoff McKim, Member

Cheryl Munson, Member

Cheryl Munson, Member

Kate Wiltz, Member

Kate Wiltz, Member

Attest:

Catherine Smith, Auditor
Monroe County, Indiana

Salary Contract for the Monroe County Sheriff
Dated this _____ of _____, 2019.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens

Penny Githens

ATTEST:

Catherine Smith, Auditor

MONROE COUNTY SHERIFF

Brad Swain

ATTEST:

Catherine Smith, Auditor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: October 9, 2019

Item for Formal Meeting? ☒
(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐
(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:
Include VENDOR's Name in title if appropriate

Ratification of allowance authorizations 4 and 5 for the YSB Expansion Project

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: Juvenile Services Nonreverting

Fund Number: 2053

Amount: 3,372.50

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

These items are summarized as follows:

Allowance 4, \$462 for additional Data Stubs and Outlets and \$759 for Baby Changing Station in the Public Restroom

Allowance 5- \$2,152.50 for gutters and drains to storm line from the classroom addition.

Person Presenting: Angie Purdie

Department: Commissioners

County Legal Review required prior to submission of this form for all contracts

Attorney who reviewed: Jeff Cockerill

Submitted by: Jeff Cockerill

Date: 7/11/19

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

Office e-mail: Commissionersoffice@co.monroe.in.us

Allowance Authorization

Allowance #:	<u>004</u>	Contract For:	<u>Construction</u>
Date:	<u>9/18/2019</u>	Allowance For:	<u>Construction</u>
To:	<u>Building Associates, Inc.</u> <u>3701 Jonathan Drive</u> <u>Bloomington, IN 47404</u>	Total Allowance:	<u>\$50,000</u>
Project:	<u>Monroe Co. YSB</u> <u>615 S. Adams St.</u> <u>Bloomington, IN 47403</u>	Previously Authorized:	<u>\$6,546.99</u>
Owner:	<u>Monroe Co. Commissioners</u> <u>100 West Kirkwood Ave., 323</u> <u>Bloomington, IN 47404</u>	This Authorization:	<u>\$1,221.00</u>
		Authorized to Date:	<u>\$7,767.99</u>
		Balance Remaining:	<u>\$42,232.01</u>

Contractor is authorized to make the following changes in the subject manner from the stated allowance:

Description of Change:

Added Data Stubs & Outlets (per PR #009)	\$462.00
Added Baby Changing Stations in Public Restrooms (per PR #008)	\$759.00


To revise allowance amount: Deduct: X Add:

RQAW
Architect (Firm Name)

Signature
09/26/2019
Date
Building Associates, Inc.
Contractor

Signature

Date

Monroe Co. Board of Commissioners
Owner

Signature

Date

Allowance Authorization

Allowance #:	005	Contract For:	Construction
Date:	9/27/2019	Allowance For:	Construction
To:	Building Associates, Inc. 3701 Jonathan Drive Bloomington, IN 47404	Total Allowance:	\$50,000
Project:	Monroe Co. YSB 615 S. Adams St. Bloomington, IN 47403	Previously Authorized:	\$7,767.99
Owner:	Monroe Co. Commissioners 100 West Kirkwood Ave., 323 Bloomington, IN 47404	This Authorization:	\$2,152.50
		Authorized to Date:	\$9,920.49
		Balance Remaining:	\$40,079.51

Contractor is authorized to make the following changes in the subject manner from the stated allowance:

Description of Change:

Cost to run gutters and drains to storm line from the classroom addition (per RFI #053 & RFI #054)	\$2,152.50


To revise allowance amount: Deduct: ☒ Add: ☐

RQAW
Architect (Firm Name)

Signature
09/26/2019
Date
Building Associates, Inc.
Contractor

Signature

Date

Monroe Co. Board of Commissioners
Owner

Signature

Date

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 10/09/2019

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Ordinance 2019 - 36 To Amend the following ordinance: Speed Limit 86-09

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name:

Fund Number

Amount:

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

Amend Ordinance 86-09 by the addition of the following 30 mph speed limit location: Bennett Lane

Person Presenting: Lisa Ridge

Department: Highway

Attorney who reviewed: Lee Baker

County Legal Review required prior to submission of this form for all contracts

Submitted by: Ginger Henson

Date: 9/26/2019

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

Office e-mail: Commissionersoffice@co.monroe.in.us

ORDINANCE 2019 - 36

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

SECTION I

An ordinance to amend Ordinance 86-09 regarding regulatory speed conditions for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

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

That Appendix A of Ordinance 86-09 is amended by the **addition** of the following **30 mph** location:

- **Bennett Lane**

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

Passed and adopted by the Board of Commissioners of Monroe County, on this 9th day of October, 2019.

BOARD OF COMMISSIONERS

"YES" VOTES (AYES)

"NO" VOTES (NAYS)

JULIE THOMAS
PRESIDENT

JULIE THOMAS
PRESIDENT

LEE JONES
VICE PRESIDENT

LEE JONES
VICE PRESIDENT

PENNY GITHENS

PENNY GITHENS

ATTEST:

CATHERINE SMITH
MONROE COUNTY AUDITOR

CERTIFICATION OF PUBLICATION AND EFFECTIVE DATE

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

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: October 9, 2019

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Contract between Milestone Contractors, L.P. and the Monroe County Board of Commissioners for the Cherry Lane Stormwater Project

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: Stormwater

Fund Number: 1197

Amount: \$235,000.00

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

This project was awarded to Milestone for the Cherry Lane Drainage improvement project. This is the contract for the construction.

Person Presenting: Lisa Ridge

Department: Highway

Attorney who reviewed: Lee Baker

County Legal Review required prior to submission of this form for all contracts

Submitted by: Lisa Ridge

Date: October 2, 2019

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

Office e-mail: Commissionersoffice@co.monroe.in.us

Agreement for Construction and Construction-Related Services

This Agreement for Construction Services is made and entered into between Milestone Contractors, L.P. ("Contractor") and the Monroe County Board of Commissioners ("Board") on behalf of the Board and for the benefit of the Monroe County Highway Department ("Highway"). The Contractor and Board mutually agree as follows:

The terms of the agreement enlist Contractor to serve as the General Contractor for the **Cherry Lane Drainage Improvements Project ("Project")**, located at the intersection of Cherry Lane and South Fairfax Road, in Monroe County, Indiana. The project consists of removal and replacement of failed culvert pipes, installation of new drainage structures, paving, and associated site improvements.

RECITALS

WHEREAS, in response to a request for bids issued by the Board, with details provided by the consulting and engineering firm working on behalf of the Board: Bledsoe, Riggert, Cooper and James ("BRCJ"), Contractor submitted a bid on September 18, 2019, which (with the exception of Contractor's Financial Statements) is attached hereto and incorporated herein as "Exhibit A"; and

WHEREAS, the Board determined on September 25, 2019, based on the recommendation by BRCJ, which is attached hereto and incorporated herein as "Exhibit B", that Contractor was the lowest and most responsive bidder and awarded the contract to Contractor; and

WHEREAS, Contractor has experience, knowledge, and expertise relating to the Project and desires to complete the Project, and the Board desires to have Contractor complete the Project.

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

SECTION I. SCOPE OF PROJECT AND SERVICES BY CONSULTANT

Contractor shall provide the services and deliverables in accordance with the Construction Documents provided by BRCJ and which are described in "Exhibit C", which is attached hereto and incorporated herein. This Project has been designed by BRCJ. Contractor agrees to communicate and work directly with and under the general supervision of BRCJ, who shall serve as the Construction Manager for the Board and Highway, and with Highway as necessary to complete the Project.

Contractor shall not commence any additional work or change the scope of work without consultation with BRCJ and the Board and until authorized in writing by the Board to make such change. The scope of work may only be amended, supplemented or modified by a written document executed by the Contractor and Board in the same manner as this Agreement.

SECTION II. COMPENSATION

Contractor agrees to perform all that is required and necessary to accomplish this Project, as described in this Agreement, particularly in Section I and the attached Exhibits, for an amount paid by Board not to exceed Two Hundred Thirty-Five Thousand Dollars (\$235,000.00). Contractor acknowledges that no claim for additional compensation may be made by implication, oral agreements, action, inaction, or course of conduct. Any changes in compensation must be approved, in writing, by the Board.

Contractor shall submit invoices, including the time and dates worked, and a detailed description of the work performed to BRCJ, who shall then provide the invoices to Highway. The Board shall pay Contractor's submitted invoices within forty-five (45) days of receipt and in conformance with all federal, state and local laws and Boards fiscal policies and procedures.

In order to receive payment, Contractor shall perform all services under this Agreement to the reasonable satisfaction of BRCJ and the Board, as determined at the discretion of BRCJ and the Board and in accordance with all applicable federal, state, and local laws and all ordinances, rules, and regulations. The Board will not pay for work not performed to BRCJ and the Board's reasonable satisfaction or work that is inconsistent with this Agreement, any of its Exhibits, pre-bid documents provided by BRCJ, or engineering specifications provided by BRCJ, until all deficiencies are remedied in a timely manner.

SECTION III. TERM

The term of this Agreement shall be from the date of the last signature affixed to the successful completion of the construction of the Project, as deemed by BRCJ. The completion date of the Project is deemed to be December 31, 2019.

Contractor agrees that no charges or claim for damages shall be made by it for any delays from any cause whatsoever during the progress of any portion of the services specified under this Agreement. Any such delays shall be compensated by a reasonable extension of time, subject to BRCJ's approval.

SECTION IV. NOTICE TO PROCEED AND SCHEDULE

Contractor shall begin the work to be performed under this Agreement upon receipt of notice by BRCJ and shall deliver the work in accordance with any and all schedules agreed upon by BRCJ and Contractor, provided no such schedules shall be made which would extend the Term of this Agreement as stated in Section III, without prior, written approval by the Board.

SECTION V. REPRESENTATIONS AND SUB-CONTRACTORS

Contractor represents that he has examined and carefully studied the documents provided by BRCJ and all related Bidding Documents. Contractor has visited the site and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Scope of Work. Contractor does not consider any further examinations, investigations, explorations, tests, studies, or data are necessary to perform the Scope of Work at the price agreed to in Section II. Contractor shall give BRCJ, prior to the execution of this Agreement, written notice of any and all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the documents provided by BRCJ.

Contractor shall only use the sub-contractors listed in Exhibit A, unless Contractor and Board agree to a written addendum to this Agreement to allow alternative or additional sub-contractors. If Contractor believes an alternative or additional sub-contractor will be necessary, Contractor

shall notify BRCJ within five (5) days of Contractor's knowledge of the necessity of such sub-contractor.

SECTION VI. INDEMNITY

Contractor assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless the Board, their officials, and employees from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the negligence of the Board or its employees.

SECTION VII. WORKER'S COMPENSATION

To the extent required by the laws of the State of Indiana, Contractor and any and all of the sub-contractors used by Contractor and listed in "Exhibit A", shall purchase and maintain a policy of Worker's Compensation Insurance and furnish a certificate of such insurance to the Board or BRCJ before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

SECTION VIII. LIABILITY INSURANCE AND BONDS

Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) aggregate, and furnish proof of such insurance to BRCJ, on behalf of the Board, before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board, in its sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

Contractor shall provide the Board, as shown in Exhibit A, a Bid Bond in the amount of Five Percent (5%) of the Project cost. Contractor shall also secure and pay for any and all other bonds required by federal, state, or local law or regulation, including, but not limited to, those for temporary construction entrance permits on Fairfax Road, Cherry Lane, and any other locations required.

SECTION IX. NON-DISCRIMINATION

In the performance of work under this Agreement, it is agreed that Contractor, any of its sub-contractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran, or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

In the event that Contractor discriminates as stated herein, it is agreed that a penalty equal to the sum of Five Hundred Dollars (\$500.00) per person, per day of discrimination, may be deducted from the amount of compensation due Contractor under this Agreement. Should a second or subsequent violation occur, said second or subsequent occurrence may be considered a material breach and this Agreement may be terminated and all monies due, or to become due, hereunder may be forfeited.

SECTION X. COMPLIANCE WITH LAW

Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including obtaining any and all permits necessary for the Project. Contractor shall indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with IC 22-5-1.7 et seq., and has provided an Affidavit of compliance with E-Verify, which is included in Exhibit A.

SECTION XI. INDEPENDENT CONTRACTOR

It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Provided Contractor complies with the reasonable requirements imposed by BRCJ, who is serving as the Construction Manager for the Board, Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

SECTION XI. GENERAL PROVISIONS

- A. Non-collusion.** Contractor attests, subject to the penalties for perjury, and as described in the Non-Collusion Affidavit in Exhibit A, that Contractor has not nor has any other member, employee, representative, agent or officer of Contractor, directly or indirectly entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that Contractor has not received or paid any sum of money or other consideration for the execution of this Agreement other than which appears on the face of this Agreement.
- B. Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
- C. Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any disputes or litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
- D. Records and Work Product.** The Contractor and any and all sub-contractors shall maintain all books, documents, correspondence, and records of pertaining to this Agreement and Project and shall make such materials available to BRCJ and the Board upon request. Such records shall be kept for a period of three (3) years from the date of completion of the Project. If Board is subjected to an audit by the State Board of Accounts or otherwise, Contractor agrees to provide information and participate as necessary for Board to successfully comply with audit requirements. All documents and work product generated pursuant to this Agreement shall be considered "work for hire" and owned by the Board.
- E. Authority to Bind.** By the signature below, Contractor warrants that he has the necessary authority to enter into this Agreement.
- F. Disputes and Remedies.** If any disputes arise between the Board and Contractor, the parties agree to act promptly and in good faith to resolve such disputes. Time is of the essence in the resolution of disputes.

In the event of a dispute, Contractor agrees that it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should

the Contractor fail to continue to perform its responsibilities regarding all-non-disputed work, without delay, any additional costs (including, but not limited to, attorneys' fees and expenses) incurred by Board or BRCJ as a result of the failure to proceed shall be borne by Contractor. Any payments that may be delayed or withheld as a result of a dispute shall not be subject to penalty or interest. Permitting Contractor to proceed shall in no way operate as a waiver on the part of the Board of any of its rights herein or provided by law or in equity.

If either Board or Contractor is not satisfied with the progress made toward resolving the dispute, the aggrieved party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties shall have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notice to resolve the dispute. If the dispute is not resolved within ten (10) business days, the dissatisfied party may proceed with any and all remedies available by law or in equity, including termination of this Agreement. Notice of termination shall be given in writing and shall be effective upon thirty (30) business days following said Notice.

- G. Notice.** Any legal notices, requests, consent, or communications under this Agreement shall be effective only if it is in writing and personally delivered, sent by certified or registered mail with return receipt requested, or sent by a nationally recognized overnight delivery service and addressed as follows:

Milestone Contractors, L.P.
c/o Mitch Holland
4755 W. Arlington Road
Bloomington, IN 47404

Monroe County Board of Commissioners
c/o Monroe County Legal Department
100 West Kirkwood Avenue, Room 220
Bloomington, IN 47404

- H. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Agreement 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 Force Majeure Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Agreement 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 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 Agreement in accordance with paragraph E, above.

- I. Entire Agreement.** This Agreement and its Exhibits constitutes the entire Agreement between the parties. No understandings, agreements, representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed and executed in the same manner as this Agreement.

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

IN WITNESS WHEREOF, Contractor and Board have executed this Agreement as dated below in two counterparts, each of which shall be deemed an original.

MH/Lhl 10-1-19
By: Mitch Holland Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS this _____
day of _____, 2019.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens

Penny Githens

ATTEST:

Catherine Smith, Auditor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: October 9, 2019

Item for Formal Meeting? ☐

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Amendment #1 with Agreement between the
Monroe County Board of Commissioners and
INDOT

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☒

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency: INDOT

Federal Program: Transportation

CFDA # 20.205

Federal Award Number and Year:

Or other identifying number

Pass Through Entity Des #1900467

Amount Received

Federal:

State: \$792,672.00

Local Match: \$198,168.00

Total Received: \$990,840.00

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: Local Road and Street

Fund Number: 1169

Amount:

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

This amendment is necessary to update the amount of federal funds for the right-of-way acquisition for Sample Road, Phase II. INDOT had the incorrect amount on the original agreement.

Person Presenting: Lisa Ridge

Department: Highway

County Legal Review required prior to submission of this form for all contracts

Attorney who reviewed: Lee Baker

Submitted by: Lisa Ridge

Date: October 2, 2019

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

Office e-mail: Commissionersoffice@co.monroe.in.us

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY PROJECT
COORDINATION CONTRACT

AMENDMENT NUMBER 1

EDS No.: **A249-19-L190043**

CFDA #: **20.205**

This Supplemental Contract, is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Supplemental Contract, by and between the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and **Monroe County** (hereinafter referred to as "LPA").

WITNESSETH

WHEREAS, INDOT and the LPA did, on **June 6, 2019**, enter into a Contract, providing for Services required in connection with INDOT **Designation Number 1900467** for **road reconstruction phase II on Sample Road from SR 37 to Bottom Road** and

WHEREAS, it has been determined by INDOT that an amendment of the previously executed INDOT/LPA Contract for Services is necessary due to a change in the Federal aid Project, and

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

The "Recitals" above are hereby made an integral part of and specifically incorporated into this Contract **Amendment Number 1**.

I. Section VI – GENERAL PROVISIONS of the original Contract is amended to read as follows:

SECTION VI **GENERAL PROVISIONS**

- A. **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.
- B. **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.

- C. **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 consider the LPA to be a "Contractor" under 2 CFR 200.300 for purposes of this Contract. However, if it is determined that the LPA is a "sub-recipient" and if required by applicable provisions of 2 CFR 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements), LPA shall arrange for a financial and compliance audit, which complies with 2 CFR 200.500 *et. seq.*

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.

- D. **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.
- E. **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:

1. 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.

2. 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.
3. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all contractor agreements including 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.

F. Compliance with Laws.

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.
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.
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."
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.

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. 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.

G. 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.

- H. 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.

I. Disputes.

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.
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.
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:
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.

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.

J. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor 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 Contractor certifies and agrees that it will provide a drug-free workplace by:

1. 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 Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor'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;
3. 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;
4. 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;
5. 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
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

K. 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:

1. 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.
2. 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.
3. The LPA shall require its subcontractors, who perform work under this Contract, to certify to the LPA that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor 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 subcontractor.

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.

- L. 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.

- M. Funding Cancellation Clause.** As required by Financial Management Circular 2007-1 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.

- N. 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.

- O. 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.

P. Merger & Modification. This Contract constitutes the entire contract 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.

Q. Non-Discrimination.

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.

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).

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.

- R. 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.
- S. 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.

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

1. 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;
 2. 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
 3. 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.
- U. **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.
- V. **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

2. Section I.C. of Attachment "D" of the original Contract is amended to read as follows:
 - C. Federal-aid Funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal funds allocated to the project is **\$990,840.00.**
3. All other matters previously agreed to and set forth in the original Contract dated **June 6, 2019** and not affected by this Amendment shall remain in full force and effect.

The remainder of this page is intentionally left blank.

Non-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.**

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.

LPA: Monroe County**STATE OF INDIANA
Department of Transportation****Recommended for approval by:**_____
Print or type name and title_____
Steven Duncan, Director
Contract Administration Division

Date: _____

Signature and date**Executed by:**_____
Print or type name and title_____
Joseph McGuinness, Commissioner (FOR)

Date: _____

Signature and date**Department of Administration**_____
Print or type name and title_____
Lesley A. Crane, Commissioner

Date: _____

Signature and date**State Budget Agency**

LPA DUNS # _____

Zachary Q. Jackson, Director

Date: _____

Attest

Approved as to Form and Legality:_____
Auditor or Clerk Treasurer Signature and Date_____
Curtis T. Hill, Jr., Attorney General of Indiana (FOR)

Date: _____

This instrument prepared by:

Autumn Castro
September 4, 2019

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 10/9/2019

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Change Order #14 and #15 for Fullerton Pike,
Phase I

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☒

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency: INDOT

Federal Program: Transportation

CFDA # 20.205

Federal Award Number and Year:

Or other identifying number

Pass Through Entity Des #0801059

Amount Received

Federal:

State:

Local Match:

Total Received:

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: Local Road and Street

Fund Number 1169

Amount: \$7,332.69

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

Change Order #14- There was an existing water main in conflict with a fire hydrant so the fire hydrant had to be moved and additional ductile iron pipe extended 20 ft to the new location. Amount of this change order is \$6,116.69

Change Order #15- There was a conflict with a 36" concrete water main, a different size of pipe was used to clear the concrete water main.

Person Presenting: Lisa Ridge

Department: Highway

Attorney who reviewed:

County Legal Review required prior to submission of this form for all contracts

Submitted by: Lisa Ridge

Date: September 24, 2019

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

Office e-mail: Commissionersoffice@co.monroe.in.us

Contract No:R -31902

Change Order No.: 014

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -31902

AE:Wren, Rachel

Letting Date:12/14/2016

PE/S:Lenglade, Jon

Status:Draft

Change Order Information

Date Generated: 08/19/2019

Change Order No.: 014

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: Remove and extend fire hydrant

Original Contract Amount \$ 5,083,259.46

Current Change Order Amount \$ 6,116.69

Percent: 0.120 %

Total Previous Approved Changes \$ 535,202.22

Percent: 10.529 %

Total Change To-Date \$ 541,318.91

Percent: 10.649 %

Modified Contract Amount \$ 5,624,578.37

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

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

Previous Time Approved

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

SS Days _____ SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

Contract No:R -31902

Change Order No.: 014

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 2

Review and Approval Information

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

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

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

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

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No: R -31902
Change Order No: 014

INDIANA
Department of Transportation

Date: 09/18/2019
Page: 3

Contract: R -31902
Project: 0801059 - State: 9999209
Change Order Nbr: 014
Change Order Description: Remove and extend fire hydrant
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0243	0801059	0243	720-97008	EACH	6,116.690	1.000	C	Amount: \$ 6,116.69

Item Description: FIRE HYDRANT ASSEMBLY RELOCATE

Supplemental Description1: Remove and Extend existing Fire Hydrant

Supplemental Description2:

Total Value for Change Order 014 = \$ 6,116.69

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

Sta. 13+75 Line S-1-A it existing fire hydrant was to remove and relocate. Due to an existing water main in conflict with the fire hydrant, fire hydrant could not be removed and relocated at water main. Fire hydrant was removed and existing water ductile iron pipe was extended 20 ft and existing fire hydrant reset at new location. A review of the costs associated with the change order have been conducted and find they are in compliance. Also, this item is a non-participating item and unit cost was approved by Jane Fleig with CBU. A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

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

Contractor: WEDOLE Bros. Highway Group
Date: 9-18-19

Signed By: 

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

Contract No:R -31902
Change Order No:014

INDIANA
Department of Transportation

Date:09/18/2019
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S

Chuck Willett

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level

Name of Approver

Date

Status

Change Order Worksheet

(To be included as part of Change Order Document)

Change Order # 14

Contract # R-31902 PE/PS Chuck Wildt Project Manager Karlei Metcalf

Program Budget Manager _____ Approval Authority PE/PS

Date Contractor Issued Written Notice of Changed Condition N/A

Date Area Engineer was notified of Changed Condition 4/23/2019

Date Project Manager was notified of Changed Condition 4/24/2019

Date LPA was notified of Changed Condition 4/23/2019

Date FHWA was notified of Changed Condition (If Federal Oversight Job) N/A

Date Contractor was asked to provide pricing N/A

Date Contractor returned pricing for review N/A

Will work be done before approved Change Order Yes No No

If Yes

Date AE gave Documented Verbal Approval _____

Date LPA gave Documented Verbal Approval _____

Date FHWA gave Documented Verbal Approval (If Federal Oversight job) N/A

Date Work Order Document was issued to Contractor _____

Is there a scope change? Yes No

If Yes

Date that Project Manager gave Documented Verbal Approval N/A

Date that **Draft** Change Order was emailed to Project Manager for review ¹ 8/19/2019

Date Project Manager returned his/her review ² 8/19/2019

Date that **Draft** Change Order was sent to LPA for signatures (if applicable) _____

Date that **Draft** Change Order was sent to FHWA for approval (if Federal Oversight) N/A

Date FHWA approved Change Order in SiteManager (if Federal Oversight) N/A

1 The PE/PS should email a copy of the Draft Change Order to the Project Manager and give them a 5 work day period to review the Change Order before it is approved.

2 If there is no response, use the date at the end of the 5 work day period.

** Contract Time should be addressed by one of the three statements detailed in Construction Memo 09-15.



From: Jane Fleig [mailto:fleigj@bloomington.in.gov]
Sent: Wednesday, April 24, 2019 2:06 PM
To: Wildt, Chuck <CWildt@structurepoint.com>
Subject: Re: FW: Fire Hydrant Relocation and Sanitary Pipe Change

Chuck,

I agreed to accept the PCO price of \$6117.00 and he said he would eat the restock fee since it wasn't included in the PCO price he sent (only on the Core and Mann proposal). We discussed the fact that #53 stone would not be required but it was not worth taking that out of his PCO at this point. So yes, we will accept the PCO price even though I think it is more than it should be.

~~_____~~

Jane

On Wed, Apr 24, 2019 at 1:57 PM Wildt, Chuck <CWildt@structurepoint.com> wrote:

Jane,

Before I generate a change order for extending the fire hydrant I wanted to make sure you were ok with the price? I believe you said yes but Weddle would eat the restocking fee and I thought there was something else Jeff agreed to? Let me know your thoughts. Thanks

Wildt, Chuck

From: Jane Fleig <fleigj@bloomington.in.gov>
Sent: Wednesday, April 24, 2019 2:22 PM
To: Wildt, Chuck
Subject: Re: FW: Fire Hydrant Relocation and Sanitary Pipe Change

Chuck,

This change order will be paid by the County since they are funding the sanitary sewer, but I don't think anything can be argued on the prices since he includes the purchase order prices from Core and Mann. And yes, the pipe return makes sense as well.
Jane

On Wed, Apr 24, 2019 at 2:14 PM Wildt, Chuck <CWildt@structurepoint.com> wrote:

Ok I will run with the price proposed. Also In his e-mail he had the C900 pipe and I don't remember if we discussed Weddle's unit cost or not? I see that cost also includes restocking fee of 40 lft of pipe, should they had that much pipe delivered?

~~_____~~
~~_____~~

Chuck Wildt

Field Manager Construction Solutions

7260 Shadeland Station

Indianapolis, IN 46246

317.547.5580 OFFICE

317.710.5569 CELL

structurepoint.com WEB



AMERICAN
STRUCTUREPOINT
INC

Wildt, Chuck

From: Jane Fleig <fleigj@bloomington.in.gov>
Sent: Thursday, May 23, 2019 4:22 PM
To: Wildt, Chuck
Subject: Re: FW: Fullerton Phase I R-31902 Change Order Request form

Chuck,

I just got back in the office today. I agree that the CO for the fire hydrant is probably overpriced, but we verbally agreed to the price at one of our April progress meetings so they could keep moving forward.

Please let me know if you have further questions.

Thanks,
Jane

On Wed, May 1, 2019 at 12:30 PM Wildt, Chuck <CWildt@structurepoint.com> wrote:

Jane,

I wanted to give you an opportunity to take a look at Weddle's Change Order Request forms showing breakdowns for each change.

My thoughts on fire hydrant relocation: I don't think it took them 8 hours to do the work, at the least there is no way the loader stayed right there with the operation. I'm sure the loader was used elsewhere on the project. I need to check with my inspector whether or not they used an excavator or a backhoe, I would think there is a difference in hourly rate. Lastly, I'm not sure why they would of hauled off the spoils, about the only material I've seen them haul off is asphalt pavement and in this case there wouldn't of been a truck load.

I might be nit picking, but, I wanted to let you know my thoughts.

Just let me know if I can process the change orders.

Thanks,
Chuck

Wildt, Chuck

From: Metcalf, Karlei A <KMetcalf1@indot.IN.gov>
Sent: Monday, August 19, 2019 1:34 PM
To: Wildt, Chuck
Cc: Wren, Rachel
Subject: RE: Fullerton Phase I R-31902 CO No.14 Fire Hydrant Assembly with attachments

Thanks, Chuck.

I am good with this change order.

Karlei Metcalf
Project Manager
185 Agrico Lane
Seymour, IN 47274
Office: (812) 524-3792
Cell: (812) 525-1748
Email: KMetcalf1@indot.in.gov



From: Wildt, Chuck [mailto:CWildt@structurepoint.com]
Sent: Monday, August 19, 2019 1:18 PM
To: Metcalf, Karlei A <KMetcalf1@indot.IN.gov>
Cc: Wren, Rachel <RWREN@indot.IN.gov>
Subject: Fullerton Phase I R-31902 CO No.14 Fire Hydrant Assembly with attachments

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Karlei/Rachel,
Please see attachment Change Order #14 for your review, comments and/or acceptance.
If you do not see any changes then I will take it out of Draft and change to Pending. I will then send the change order to Weddle for signature.

Thanks,
Chuck

Chuck Wildt
Field Manager Construction Solutions

7260 Shadeland Station
Indianapolis, IN 46246
317.547.5580 OFFICE
317.710.5569 CELL
structurepoint.com WEB



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STRUCTUREPOINT
INC



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<https://www.structurepoint.com/>

CHANGE ORDER REQUEST FORM

CONTRACT NO. **R-31902**

DATE OF SUBMISSION

May 1, 2019

PROJECT DESCRIPTION (route / intersection / bridge no(s).)	Fullerton Pike Corridor Phase I
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	Relocate existing fire hydrant in lieu of removal and installation of new hydrant.
PROPOSED SOLUTION SUMMARY	Click here to enter text.

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE	May 1, 2019	CHANGE ORDER TYPE	Utility Related
-----------------------------	--------------------	--------------------------	-----------------

PROPOSED COST AND TIME ADJUSTMENT

COST

COST INCREASE / (DECREASE):

\$

6117.00

The cost adjustment shall include lump sum and estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

☐ 109.03 Altered Quantities ☒ 109.05(a) Agreed Price ☐ 109.05(b) Force Account ☐ 109.05.02 Delay Costs

PROPOSED COST CHANGE INCLUDES: ☒ Labor ☒ Material ☒ Equipment ☐ Lease Agreement ☐ Subcontractor

TIME ADJUSTMENT

INCREASE / (DECREASE):

(work days)

0

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

☐ 108.08(a) Excusable, Non-Compensable ☐ 108.08(b) Excusable, Compensable

NOTE: If Compensable, attach details based on 109.05.2(a) Allowable Delay Costs.

SUPPLEMENTAL INFORMATION

Additional information may be entered by the contractor.

CHANGE ORDER ORIGINATION:	<input type="checkbox"/> INDOT / LPA <input checked="" type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	Click here to enter text.
<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	
<input checked="" type="checkbox"/> Contract Plans (ref. doc name/no.)	Water Main W5 Drawing 35 of 136
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (if yes, attach details)

Ver. 10.23.17

CHANGE ORDER REQUEST FORM

CONTRACT NO.

R-31902

UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR
ADDITIONAL DETAIL

[Select Date]

SUBMITTAL DATE OF
ADDITIONAL DETAIL

[Select Date]

DETAILED DESCRIPTION / JUSTIFICATION:

(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)

Proposed water main tap at station 362+25 conflicts with existing adjacent water lines. Therefore tap for new fire hydrant can not be completed.

PROPOSED SOLUTION – ADDITIONAL DETAILS:

(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)

Relocate existing fire hydrant approximately 20' to the south.

SIGNATURES

Contractor:

Name: (print) WEDDLE BROS. HIGHWAY GROUP, LLC

(signature) [Signature] Date: 5-1-19

Project Engineer/Supervisor: (signature is to acknowledge receipt of the document and does not signify agreement of the change order)

Name: (print) CHUCK WILDT

(signature) [Signature] Date: 5-1-19

NOTE: The Contractor and PE/S should retain a signed copy of this document for record.

CHANGE ORDER REQUEST FORM

CONTRACT NO.

R-31902

ATTACHMENT: UNIT PRICE ITEMS DETAIL

Attach or paste a unit price item detail.

Item Selected: 715-05408

Item Desc: Pipe Sanitary Sewer 8 In

Contract No: 31902

Contract: R 31902

of Des: 1

Awarded: 01/10/2017

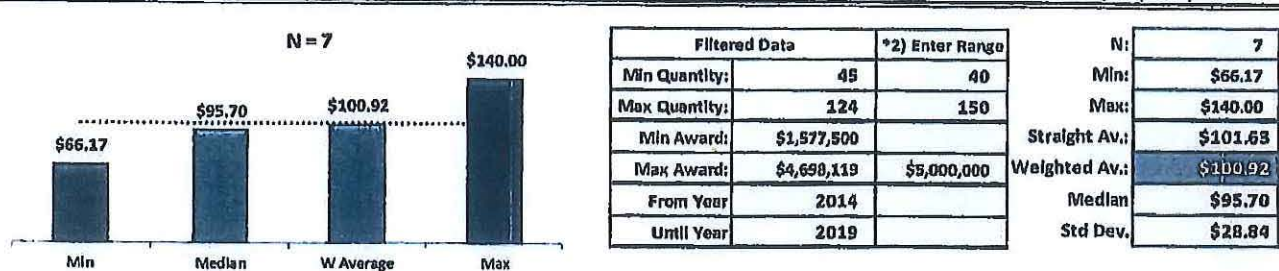
Work Type: Road Rehab (3R/4R Standards)

Dist: S

County: Monroe

Award \$: \$5,083,259.46

Prime Contractor: Weddle Brothers Highway Group LLC



*3) Optional: % of Price Range to be Included (Default 50%):

50.0%	(or: +/- 25% from average)	
from:		to:
\$93.10	< 50% Range <	\$108.75
\$74.24	< 95% Confid. <	\$127.60
(95% or +/- 47.5 % from average)		

Unit:

LFT

*4) New Price:

\$30.40

Outside 95% limit



Unit (Must show one only)

LFT

Optional: Pre

R

Optional: Letting Year

2019

2018

2016

2014

Optional: Dist

G

L

S

V

Advanced: Forecasting and Predicting the Price of Specific Quantity (using Same Selected Ranges, without slicers or manual filters)

1) Click On :

2) Select Yes:

Selected Item?

3) One Unit only:

Unit

BDFT

CFT

CYS

4) Enter quantity

1000

(45 < q < 124)

Out of Limit

5) Enter Range:

50%

\$101

6) Resize Chart

Higher Estimate

\$1,241.08

Middle Estimate

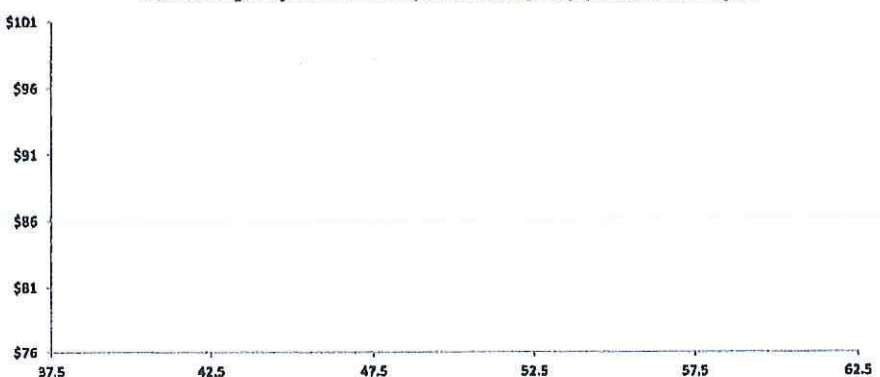
\$1,216.95

Lower Estimate

\$1,192.82

Total Amount:

\$1,216,950.00



Selected Ranges or filters don't match, Check manual filters/optional slicers or Refresh

Optional: Enter Graph Limit to plot the data for quantity:

25%

Below, or

750

25%

Above, or

1250

Comments:

Name:

Date:

PCO Pricing Sheet

Project: R-31902 Fullerton Pike Phase 1

PCO #: 004

Description: Remove and reinstall fire hydrant at STA13+75

Date: 4/6/2019

Class	Hourly Labor Rates:	
SUP	Field Superintendent	\$64.00
CARP F	Carpenter Foreman Rate:	\$58.95
CARP	Carpenter Rate:	\$55.45
LAB F	Laborer Foreman Rate:	\$43.28
LAB	Laborer Rate:	\$41.53
OPER F	Operator Foreman Rate:	\$59.77
OPER	Operator Rate:	\$57.27

DESCRIPTION	Quantity	Class	Quantity	Unit	Rate	Extension	Totals
LABOR:							
Laborer	2	LAB	8	Hour	\$41.53	\$864.48	
Operator	2	OPER	8	Hour	\$57.27	\$916.32	
						Labor Subtotal	\$1,580.80
MATERIAL:							
small tools (3% of Weddle Bros. Labor)	1	ls	1	ls	3%	\$47.42	
#11 Stone	20	ton	1	ton	\$14.00	\$280.00	
#53 Stone	20	ton	1	ton	\$10.25	\$205.00	
6" MJ 22.5	2	ea	1	ea	\$112.55	\$225.10	
6" EBAA Mergalg	4	ea	1	ea	\$30.64	\$122.56	
6 MJ Acc Set	4	ea	1	ea	\$22.88	\$90.84	
6" PR350 DI TJ	20	lf	1	lf	\$19.18	\$383.60	
						Mat'l Subtotal	\$1,354.32
EQUIPMENT: (rates include fuel)							
Excavator	1	325	8	Hour	\$135.00	\$1,080.00	
Loader	1	279	8	Hour	\$85.00	\$880.00	
						Equip. Subtotal	\$1,760.00
MAJOR PURCHASE ORDERS:							
						P.O. Subtotal	
SUBCONTRACTORS:							
Haul Spills \$105 per hour X 4 hours						\$420.00	
Dump Fee \$12.50 each x 2						\$25.00	
						Sub Subtotal	\$445.00
Total Prior to Markup							\$5,140.12
Mark Up on Labor							25.00% \$395.20
Mark Up on Material							15.00% \$203.15
Mark Up on Equipment							15.00% \$264.00
Mark Up on Sub Work							5.00% \$22.25
Administrative Labor							2.00% \$31.62
Tax							
Bond							1.00% \$60.25
0 Additional Contract Days Required For This Change							
0 Additional Work Days Required For This Change							
Total							\$6,118.59
Rounded							\$6,117.00
Unit Price							\$6,117.00
Remarks:							

Contract No:R -31902

Change Order No.: 015

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -31902

AE:Wren, Rachel

Letting Date:12/14/2016

PE/S:Lenglade, Jon

Status:Draft

Change Order Information

Date Generated: 09/18/2019

Change Order No.: 015

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: C900 Sanitary Sewer Pipe

Original Contract Amount

\$ 5,083,259.46

Current Change Order Amount

\$ 1,216.00

Percent: 0.024 %

Total Previous Approved Changes

\$ 535,202.22

Percent: 10.529 %

Total Change To-Date

\$ 536,418.22

Percent: 10.553 %

Modified Contract Amount

\$ 5,619,677.68

Time Extension Information

Date Initiated 04/24/2019

Date Completed 04/25/2019

Original Contract Time

SS Completion Date 11/15/2018 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description: Due to conflict with existing 36 inch concrete water main, C900 pipe was recommended by City of Bloomington Utility to reduce outside diameter to clear water main. Contractor was delayed 1 day waiting on recommendation and delivery of C900 pipe.

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

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

SS Days_____

SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000

or SP Days 0

Contract No:R -31902

Change Order No.: 015

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 2

Review and Approval Information

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

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

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

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

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No: R -31902
Change Order No: 015

INDIANA
Department of Transportation

Date: 09/18/2019
Page: 3

Contract: R -31902
Project: 0801059 - State: 9999209
Change Order Nbr: 015
Change Order Description: C900 Sanitary Sewer Pipe
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0244	0801059	0244	715-05408	LFT	30.400	40.000	C	Amount: \$ 1,216.00

Item Description: PIPE SANITARY SEWER 8 IN

Supplemental Description1: 8 inch Sanitary Sewer Pipe including couplings

Supplemental Description2:

Total Value for Change Order 015 = \$ 1,216.00

Contract Completion Date Time Adjustment

Original Completion dt: 11/15/2018 Adj compl dt 11/20/2019 Adj No. of Days 1

Explanation: Due to conflict with existing 36 inch concrete water main, C900 pipe was recommended by City of Bloomington Utility to reduce outside diameter to clear water main. Contractor was delayed 1 day waiting on recommendation and delivery of C900 pipe.

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

Conflict with existing 36 inch concrete water main: C900 pipe required in lieu of 8 inch SDR35 pipe to reduce outside diameter thus to clear concrete water main. Change Order item is funded 100% LPA. Unit price for C900 pipe approved by Jane Fleig with CBU.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor: Waddell Bros. Highway Group LLC

Signed By: 

Date: 9-18-19

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

Contract No:R -31902
Change Order No:015

INDIANA
Department of Transportation

Date:09/18/2019
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S



APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level

Name of Approver

Date

Status

CHANGE ORDER REQUEST FORM

CONTRACT NO.

R-31902

DATE OF SUBMISSION

May 1, 2019

PROJECT DESCRIPTION (route / intersection / bridge no(s).)	Fullerton Pike Corridor Phase I
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	Material Change
PROPOSED SOLUTION SUMMARY	Click here to enter text.

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE	May 1, 2019	CHANGE ORDER TYPE	Utility Related
----------------------	-------------	-------------------	-----------------

PROPOSED COST AND TIME ADJUSTMENT

COST

COST INCREASE / (DECREASE):

\$ 1216.00

The cost adjustment shall include lump sum and estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

☐ 109.03 Altered Quantities ☒ 109.05(a) Agreed Price ☐ 109.05(b) Force Account ☐ 109.05.02 Delay Costs

PROPOSED COST CHANGE INCLUDES: ☒ Labor ☒ Material ☒ Equipment ☐ Lease Agreement ☐
Subcontractor

TIME ADJUSTMENT

INCREASE / (DECREASE):

(work days) 1

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

☐ 108.08(a) Excusable, Non-Compensable ☒ 108.08(b) Excusable, Compensable

NOTE: If Compensable, attach details based on 109.05.2(a) Allowable Delay Costs.

SUPPLEMENTAL INFORMATION

Additional information may be entered by the contractor.

CHANGE ORDER ORIGINATION:	<input type="checkbox"/> INDOT / LPA <input checked="" type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	
<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	Click here to enter text.
<input checked="" type="checkbox"/> Contract Plans (ref. doc name/no.)	Sanitary Sewer Line S1 Drawing 37 of 136
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (if yes, attach details)

Ver. 10.23.17

CHANGE ORDER REQUEST FORM

CONTRACT NO.

R-31902

UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR
ADDITIONAL DETAIL

[Select Date]

SUBMITTAL DATE OF
ADDITIONAL DETAIL

[Select Date]

DETAILED DESCRIPTION / JUSTIFICATION:

(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)

Proposed 8" sanitary sewer line S1 conflicts with existing 36" PCCP water main at station 15+75.

PROPOSED SOLUTION – ADDITIONAL DETAILS:

(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)

Provide 40 lft of 8" C900 pipe in lieu of the 8" SDR35 pipe to reduce outside pipe diameter and thus clear 36" PCCP water main.

SIGNATURES

Contractor:

Name: (print) WEDDLE BROS. HIGHWAY GROUP, LLC

(signature) [Signature]

Date: 5-1-19

Project Engineer/Supervisor: (signature is to acknowledge receipt of the document and does not signify agreement of the change order)

Name: (print)

(signature)

Date:

NOTE: The Contractor and PE/S should retain a signed copy of this document for record.

CHANGE ORDER REQUEST FORM

CONTRACT NO.

R-31902

ATTACHMENT: UNIT PRICE ITEMS DETAIL

Attach or paste a unit price item detail.

PCO Pricing Sheet

PCO #: 003

Project: R-31902 Fullerton Pike Phase 1

Description: Install C900.8" pipe at line S1 due to water line interference.

Date: 4/5/2019

Class	Hourly Labor Rates:	
SUP	Field Superintendent	\$64.00
CARP F	Carpenter Foreman Rate:	\$58.95
CARP	Carpenter Rate:	\$55.45
LAB F	Laborer Foreman Rate:	\$43.28
LAB	Laborer Rate:	\$41.53
OPER F	Operator Foreman Rate:	\$59.77
OPER	Operator Rate:	\$57.27

[illegible]



Bid Proposal for R-31902 C900

CUSTOMER	WEDDLE BROS BUILDING GROUP LLC 1201 WEST THIRD ST BLOOMINGTON, IN 47404	Job R-31902 C900 Bid Date: 04/04/2019 Bid #: 890572
	Sales Representative Bob Childers (T) 812-331-0356 (F) 812-331-0371 Bob.Childers@coreandmain.com	Core & Main 1454 Liberty Dr Bloomington, IN 47403 (T) 812-331-0356
CONTACT		
NOTES		

4/4/2019

R-31902 C900_4-4-2019_948_AM



Bid Proposal for R-31902 C900

WEDDLE BROS BUILDING GROUP LLC

Bid Date: 04/04/2019

Core & Main 890572

Core & Main

1454 Liberty Dr

Bloomington, IN 47403

Phone: 812-331-0356

Fax: 812-331-0371

Seq#	Qty	Description	Units	Price	Ext Price
10	40	8 C900 DR18 PVC PIPE (G) 20' PC235	FT	12.45	498.00
20	2	8 PVC C900XSDR35 ADPT GXG	EA	194.62	389.24
30		NEXT DAY FREIGHT			
40		\$77.30			
60		RETURN OF 14' 8" SDR35			
70		1.96 PER FT			
80		INCLUDES 25% RESTOCK			
90		AND PICK UP			
110		PIPE MUST BE IN RESELLABLE			
120		CONDITION			
				Sub Total	887.24
				Tax	0.00
				Total	887.24

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

Wildt, Chuck

From: Metcalf, Karlei A <KMetcalf1@indot.IN.gov>
Sent: Tuesday, August 20, 2019 12:05 PM
To: Wildt, Chuck
Cc: Wren, Rachel
Subject: RE: Fullerton Phase I R-31902 CO No.15 with attachments draft

Hi Chuck,

I am good with this change order.

Thanks!

Karlei Metcalf
Project Manager
185 Agrico Lane
Seymour, IN 47274
Office: (812) 524-3792
Cell: (812) 525-1748
Email: KMetcalf1@indot.IN.gov



From: Wildt, Chuck [mailto:CWildt@structurepoint.com]
Sent: Monday, August 19, 2019 3:32 PM
To: Metcalf, Karlei A <KMetcalf1@indot.IN.gov>
Cc: Wren, Rachel <RWREN@indot.IN.gov>
Subject: Fullerton Phase I R-31902 CO No.15 with attachments draft

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Karlei/Rachel,

Please see attachment CO #15 changing 40 lft of SDR35 pipe to C900 pipe due to conflict (clearance) with existing 36 inch concrete water main. For your review and comments. Note: change order is funded 100% LPA and unit cost has been approved by Jane Fleig with CBU.

Thanks,
Chuck

Chuck Wildt
Field Manager Construction Solutions

7260 Shadeland Station
Indianapolis, IN 46246
317.547.5580 OFFICE
317.710.5569 CELL
structurepoint.com WEB



AMERICAN
STRUCTUREPOINT
INC



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Best Employers in Ohio

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