



**MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
MARCH 18, 2020
10:00 am**

- I. CALL TO ORDER**
- II. COMMISSIONERS' PUBLIC STATEMENT**
- III. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**
- IV. APPROVAL OF MINUTES**
 - NONE
- V. APPROVAL OF CLAIMS DOCKET**
 - ACCOUNTS PAYABLE – MARCH 18, 2020
- VI. REPORTS**
 - TRAFFIC/ROAD UPDATE
- VII. NEW BUSINESS**

A. MOVE TO APPROVE: BLEDSOE RIGGERT AND JAMES SERVICE AGREEMENT FOR LIMESTONE GREENWAY.

FUND NAME: 2017 GO CAPITAL PROJECT FUND NUMBER: 4810-47151

AMOUNT: \$7,330

Executive Summary: This agreement will allow for the design, bidding and construction to address the shoulder stabilization & erosion problem and add a safety fence along the Greenway.

Kelli Witmer, Parks and Recreation

VIII. APPOINTMENTS

IX. ANNOUNCEMENTS

X. ADJOURNMENT

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

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: March 18, 2020

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

Bledsoe Riggert Cooper and James Service Agreement for the Limestone Greenway

Vendor #

226

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: 2017 GO Capital Project

Fund Number: 4810 - 47151

Amount: \$7,330.00

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:

BRCJ is to perform design, bidding and construction support services for the Limestone Greenway.
The project will address the shoulder stabilization & erosion problem and to add safety fencing along the Greenway.

Person Presenting: Kelli Wiltmer

Department: Parks & Recreation

Attorney who reviewed: Margie Rice

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

Submitted by: Kelli Wiltmer

Date: 03-11-2020

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
Page 1 of 12

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

Form Approved 1/1/19

Agreement for Services

Agreement made the _____ day of _____ 2020, between **Bledsoe Riggert Cooper and James** ("Contractor") and the Monroe County Board of Commissioners ("Commissioners"). The Contractor and Commissioners mutually agree as follows:

The terms of the agreement enlist Contractor to perform design, bidding and construction support services for the Limestone Greenway on property owned by the Monroe County Board of Commissioners and managed by the Monroe County Parks and Recreation Department.

The following terms shall apply:

1. **Scope of Project and Price.** Contractor shall perform the services listed on the attached proposal, which was provided by Contractor on July 25, 2019, and is marked as "Exhibit A" and is incorporated herein and made a part of this Agreement.

The total amount paid to Contractor under this Agreement shall not exceed seven thousand, three hundred thirty (\$7,330.00) without further written approval by the Commissioners. Contractor shall submit invoices, including the time and dates worked, and a detailed description of the work performed. The Commissioners shall pay Contractor's submitted invoices within forty five (45) days of receipt.

2. **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 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.
3. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board 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.
4. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to 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.

5. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, 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.

Contractor shall comply with all federal, state, and local laws and regulations. Contractor has been made aware of the County's policy on non-discrimination and agrees to comply with the policy. In addition, Contractor has been made aware of the County's policy prohibiting harassment in all regards, including, but not limited to, employment practices. Contractor agrees to make the Commissioners aware of any conduct which may violate any County policy including, but not limited to, the policies prohibiting discrimination and harassment.

In the event that Contractor discriminates as stated herein, it is agreed that a penalty equal to the sum of five dollars (\$5.00) 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.

6. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations. 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. Specifically including the following:
- Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
 - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
7. **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. 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.
8. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
9. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

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



William S. Riggert, PE
Bledsoe Riggert Cooper James

03.11.2020

Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2020, pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

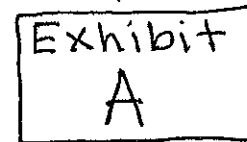
Lee Jones, Vice President

Penny Githens

Penny Githens

ATTEST:

Catherine Smith, Auditor



July 25, 2019

Monroe County Board of Commissioners
Monroe County Courthouse
100 W. Kirkwood Avenue, Room 323
Bloomington, Indiana 47404

RE: Limestone Greenway - Engineering Services for Safety Railing and Shoulder Stabilization

Dear Commissioners,

We are pleased to present this proposal for additional civil engineering services associated with the Limestone Greenway Trail Project.

BRCJ has an existing agreement with Monroe County Parks & Recreation Department (MCPR) to perform design, bidding and construction support services for the Limestone Greenway Trail Project, which is nearly complete. During a review of the project with Indiana Department of Natural Resources (IDNR) Recreational Trails Program, several sections of the trail were identified where the condition of the trail shoulder warranted a recommendation for additional safety railing by IDNR personnel. The approximate extents of the additional railing are illustrated in the attached exhibits, totaling roughly 1,500 linear feet.

Given the steep slopes and narrow shoulders in the areas of concern, some additional work will be needed in stabilizing and widening the shoulders to an appropriate width for construction of the railing. Based on recent communication with Monroe County Highway Department staff, this shoulder work can be completed using Monroe County personnel and equipment, with design support from BRCJ.

The construction contractor for the Limestone Greenway Trail project made it clear at a recent meeting that he was not interested in building the additional railing as a change order to the existing contract. As a result, it will be necessary to bid and execute the railing construction as a separate project.

This proposal included civil engineering services for the design, bidding, and construction administration related to shoulder stabilization and railing installation work.

SCOPE OF SERVICES

A. CIVIL ENGINEERING

1. Shoulder Stabilization & Widening

- a. Visit the project site with Monroe County Highway Department to observe areas of needed shoulder stabilization, including possible toe walls and/or gabion baskets.
- b. Provide drawings and/or details to Highway Department personnel as required.
- c. Review work performed by Highway Department to confirm execution.

2. Safety Railing

- a. Design:
 - i. Prepare engineering documents to include within the Limestone Greenway Plans, including:
 1. Construction Plans
 2. Details
 3. Technical Specifications
 4. Engineer's Opinion of Probable Construction Cost.

- b. Bidding:
 - i. During the Bidding Phase we will oversee the pre-bid meeting and bid opening at the MCPR facilities. We will also prepare and issue clarifications and/or addenda items as needed.
- c. Construction Administration:
 - i. Oversee the pre-construction meeting.
 - ii. Review of shop drawings and submittals.
 - iii. Conduct biweekly construction progress meetings and prepare written reports to MCPR on the progress and status of construction. We have assumed a total of three (3) construction progress meetings.
 - iv. Provide occasional observation of construction work to verify that construction is complying in general with plans and specifications. We will prepare field observation reports, including a punch list of completed work.
 - v. Answer contractor questions and issue clarifications.
 - vi. Review and certify pay applications.

B. ADDITIONAL SERVICES

The following engineering services are not included in the above scope of services. Selected services may be negotiated or performed on an hourly basis at the request of MCPR:

1. Topographic Survey, utility locates and/or utility exploration.
2. Revisions to Construction Documents after they are substantially completed due to the following:
 - a. Owner requested revisions or changes in scope or layout including value engineering and project rebidding.
 - b. Construction Change Orders caused by unforeseen existing conditions.
 - c. Changes requested by the Contractor to reduce construction costs or expedite construction.
 - d. Additional investigation and design caused by unforeseen existing conditions.
3. Renderings or exhibits.
4. As-built surveys or drawings.

C. ADDITIONAL PROVISIONS AND ASSUMPTIONS

1. We will submit our drawings in hard copy, DWG or PDF format for MCPR review.
2. It is assumed that shoulder stabilization & widening work will be carried out by Monroe County, and will be complete at the time of railing construction. If shoulder stabilization work is to be included in the bid documents, additional fees may be assessed.
3. We have assumed that no permits or special approvals from Monroe County Planning Department will be necessary.
4. All cost associated with the reproduction of plans, specifications, and addenda; distribution; and associated record keeping will be considered a reimbursable expense.
5. We will also consider all overnight deliveries as reimbursable expenses.
6. The services required under this agreement shall be in accordance with the generally accepted standards of ordinary and reasonable skill and care usually exercised by Engineers for this type of project.
7. Our limit of liability for any and all claims shall be deemed limited to an amount not greater than the fee.

D. PROFESSIONAL FEES

Our professional fees are based on the time and expertise anticipated to complete the proposed services as described above. Bledsoe Riggert Cooper James proposes to provide the following services and associated fees:

- | | |
|--|------------|
| 1. Civil Engineering - Design and Construction Phase | \$7,330.00 |
|--|------------|

The anticipated fees indicated for this proposal are lump sum unless noted otherwise. Billings will be made monthly, 30 days net, in proportion to the complete percentage of our work.

Attached, for your information, please find a copy of our civil engineering fee justification spreadsheet.

We appreciate the opportunity to submit this proposal for your consideration. We ask that if this proposal is acceptable, please sign and return a copy to our office as notice to proceed. Please contact me if you have any questions or concerns.

Sincerely,

HEK

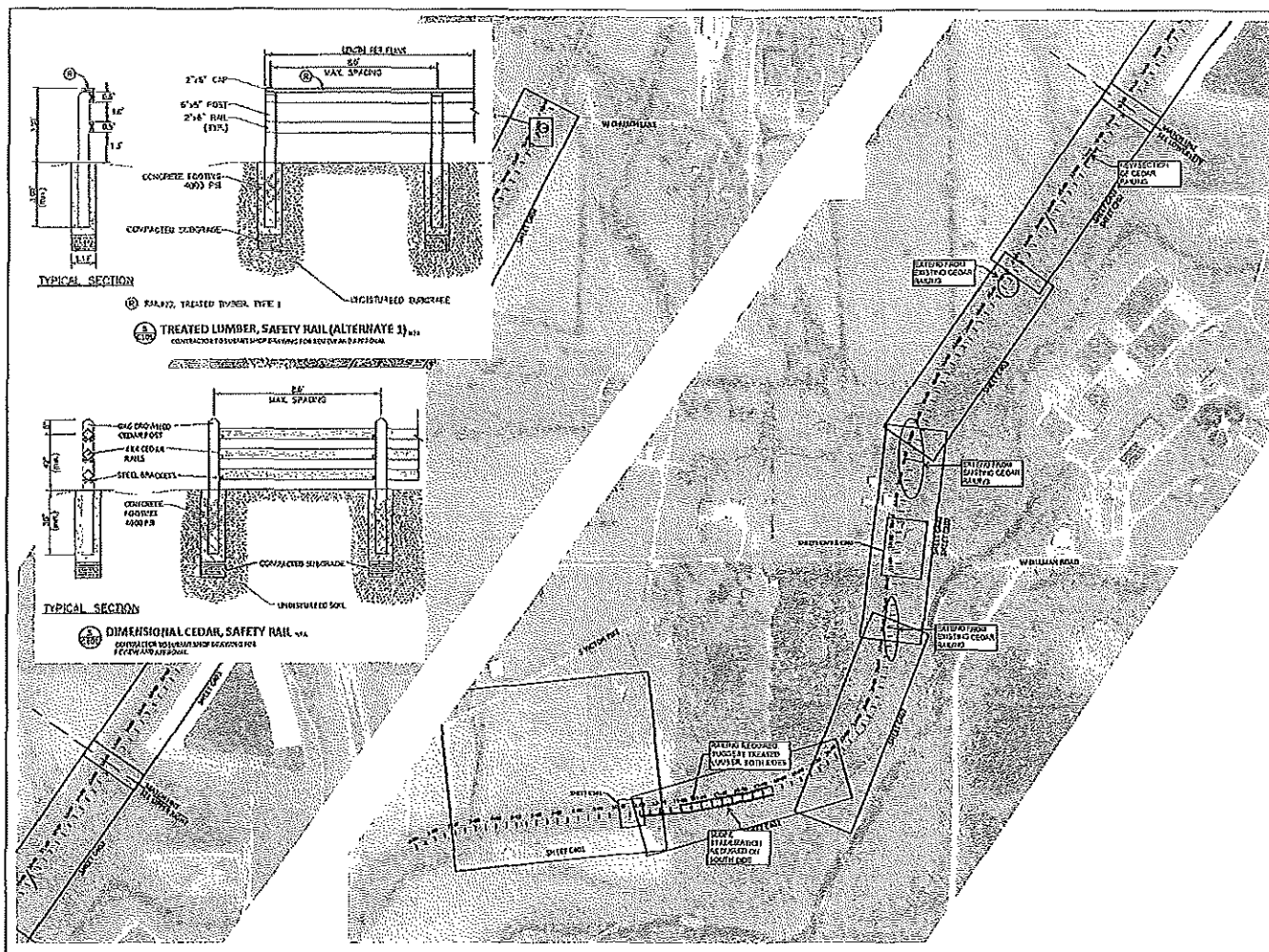
Andrew E Knust, PE
Project Manager

Attachments: Additional Railing Exhibits
Fee Justification
Fee Schedule

Accepted By:

Kelli Winters 03-11-20
Signature Date

Kelli Witmer, MCPD Director
Printed Name Title



BRCB
 BIRMINGHAM REGIONAL COMMISSION
 1111 NORTH 11TH STREET
 BIRMINGHAM, AL 35203
 PHONE: (205) 333-1111
 FAX: (205) 333-1111
 WWW: BRCB.ORG

**Monroe County
Parks & Recreation**

K. S. TAYLOR
 PROFESSIONAL ENGINEER
 CIVIL
 No. 12345
 State of Alabama

GREENWAY TRAIL PROJECT
 MONROE COUNTY PARKS & RECREATION
 100 N. HUNTER AVENUE, SUITE 100
 BIRMINGHAM, ALABAMA 35203
 PROJECT NO. 12345

KEY PLAN

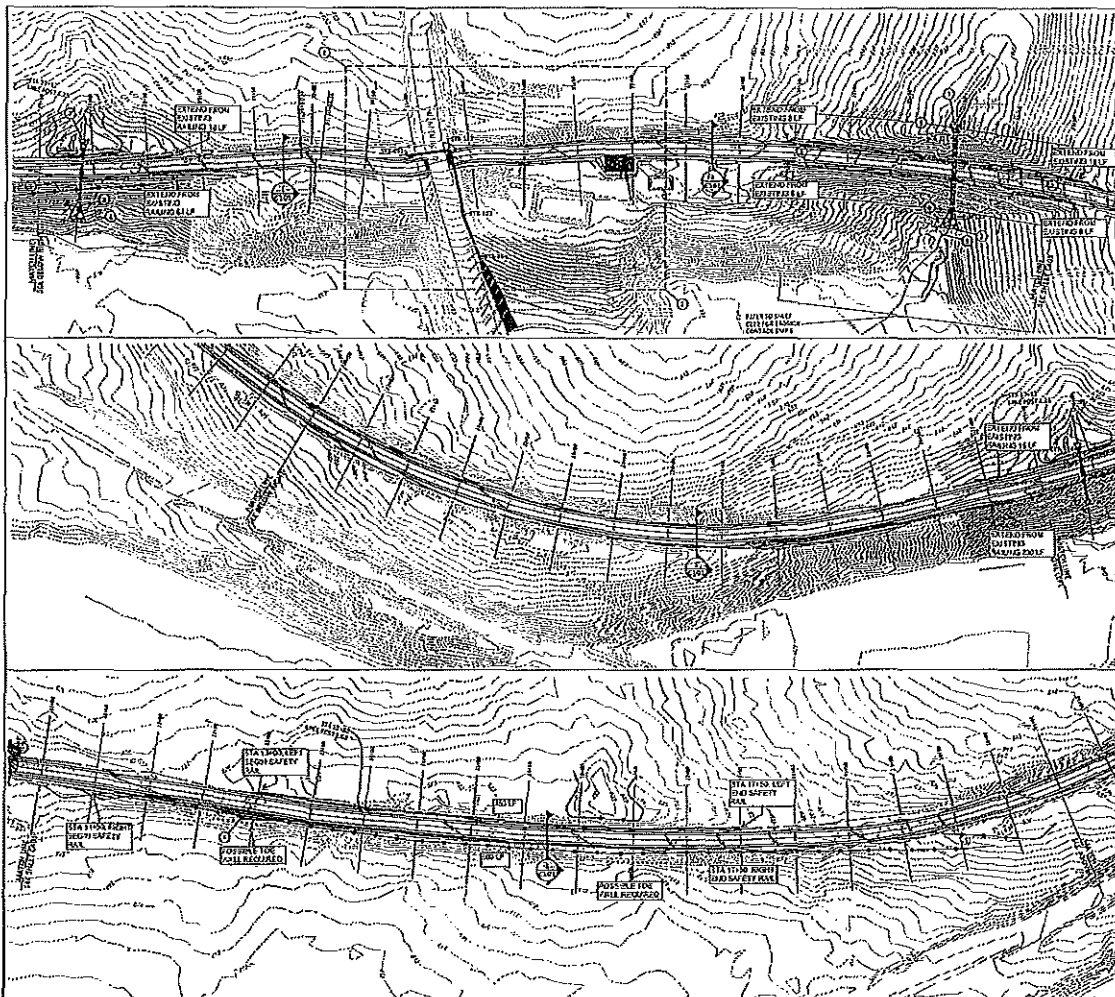
SCALE: 1" = 100'

DATE: 12/15/2013

PROJECT PRICE: \$150,000

Drawn by: MJD
 Designed by: MJD
 Checked by: MJD

C300



<p>GENERAL NOTES</p> <p>1. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>2. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>3. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>4. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>5. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>6. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>7. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>8. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>9. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>10. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p>	<p>PLAN NOTES</p> <p>1. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>2. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>3. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>4. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>5. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>6. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>7. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>8. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>9. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>10. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p>	<p>LEGEND</p> <p>1. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>2. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>3. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>4. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>5. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>6. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>7. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>8. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>9. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p> <p>10. THE PROJECT IS A TRAIL IMPROVEMENT PROJECT AND NOT A NEW TRAIL PROJECT.</p>
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BRCU
BUREAU OF RECREATION & CONSERVATION
1111 W. 1st St.
Baton Rouge, LA 70801
Phone: 504.388.1111
Fax: 504.388.1112
www.brcu.org

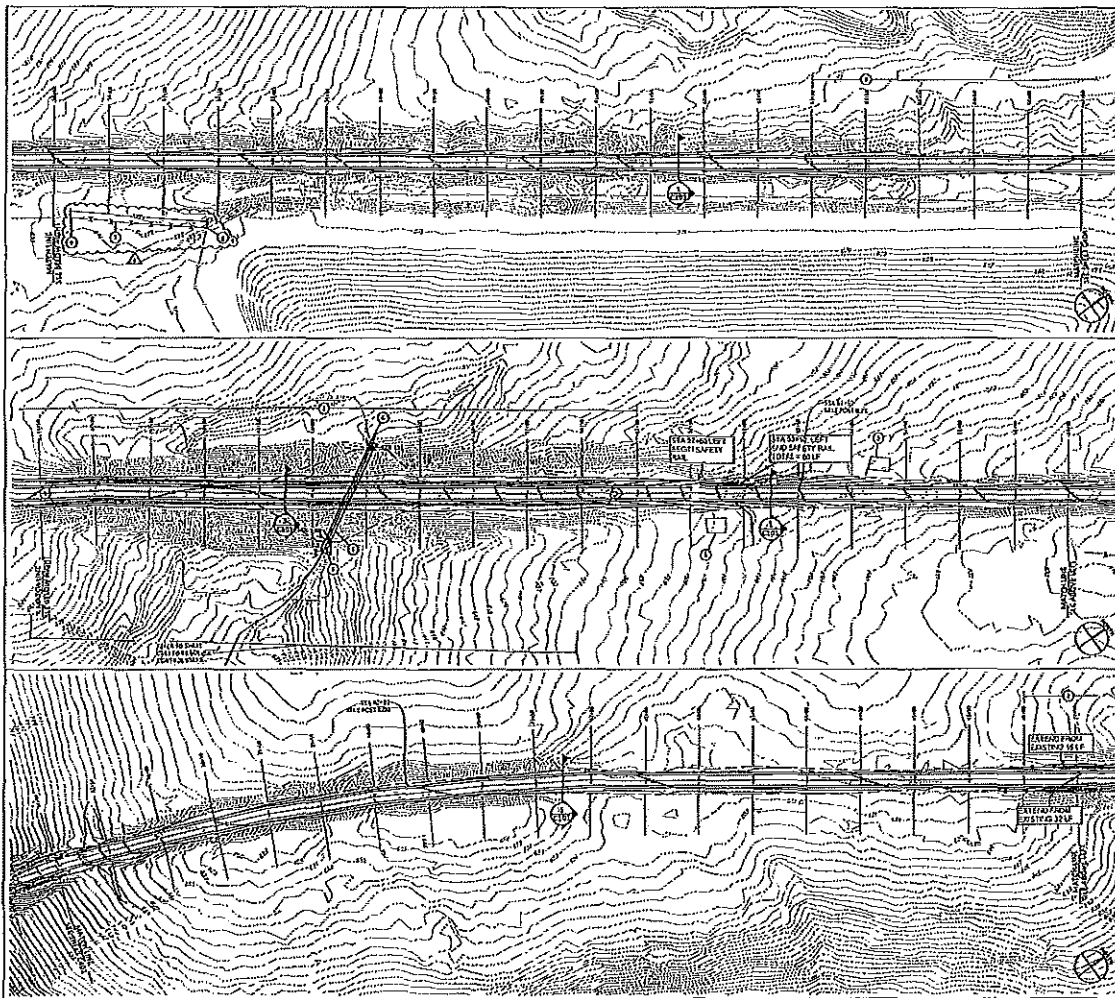
**Monroe County
Parks & Recreation**

**LIMESTONE GREENWAY
TRAIL PROJECT**
MONROE COUNTY PARKS & RECREATION
1111 W. 1st St., Suite 100
Baton Rouge, LA 70801
504.388.1111

STATION IMPROVEMENT PLAN
STA 11+00 - 37+00

DATE: 01/14/11
BY: J. J. JONES
CHECKED BY: J. J. JONES
DATE: 01/14/11
BY: J. J. JONES
CHECKED BY: J. J. JONES

C402



GENERAL NOTES

1. THE TRAIL ALIGNMENT IS SHOWN ON THIS PLAN AND THE ELEVATION IS SHOWN ON THE PROFILE.
2. THE TRAIL WIDTH IS SHOWN ON THIS PLAN AND THE ELEVATION IS SHOWN ON THE PROFILE.
3. THE TRAIL CROSS-SECTION IS SHOWN ON THIS PLAN AND THE ELEVATION IS SHOWN ON THE PROFILE.
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PLAN NOTES

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LEGEND

- PROPOSED TRAIL ALIGNMENT
- EXISTING TRAIL ALIGNMENT
- PROPOSED TRAIL CROSS-SECTION
- EXISTING TRAIL CROSS-SECTION
- PROPOSED TRAIL ELEVATION
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- EXISTING TRAIL WIDTH

EROSION CONTROL LEGEND

- PROPOSED EROSION CONTROL MEASURES
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BRCU
BUREAU OF ROAD CONSTRUCTION
UNIVERSITY OF CALIFORNIA
1000 UNIVERSITY AVENUE
BERKELEY, CA 94720-1700
415/865-7300
WWW.BRCU.CA.GOV

Monroe County Parks & Recreation

LIMESTONE GREENWAY TRAIL PROJECT
MONROE COUNTY PARKS & RECREATION
1000 UNIVERSITY AVENUE, SUITE 100
BERKELEY, CA 94720-1700
415/865-7300
WWW.BRCU.CA.GOV

STEIMPROVEMENT PLAN
37400 - 65400

Scale: 1" = 40'

DATE: 11/01/11
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

Sheet No. 60-15-230

C403

BLEDSON RIGGERT COOPER JAMES Land Surveying - Civil Engineering		Bledson Riggert Cooper James Land Surveying - Civil Engineering						
Description: Civil Engineering Services		Limestone Greenway - Shoulder Stabilization and Safety Rail July 25, 2019						
DESCRIPTION	Staff Hours by Classification						Total Hours / Task	Total Dollars / Task
	Number of Sheets	Professional Engineer	Civil Engineer	Landscape Architect	ACAD Tech	Admin Assistant		
DESIGN PHASE								
Site Visits	2	6	0	0	0	0	6	\$780.00
Coordinate w/ County Highway on Shoulder Work		4	0	0	0	0	4	\$520.00
Provide details & drawings to Highway Dept.	2	4	0	0	4	0	8	\$840.00
Prepare Plans for Railing Construction	4	4	0	0	8	0	12	\$1,160.00
Construction cost estimate		2	0	0	0	0	2	\$260.00
Technical Specifications		2	0	0	0	0	2	\$260.00
Owner Review & Coordination	1	2	0	0	0	0	2	\$260.00
Project Management		4	0	0	0	0	4	\$520.00
SUBTOTAL:		28	0	0	12	0	40	\$4,600.00
BIDDING PHASE								
Pre-Bid Meeting	1	2	0	0	0	0	2	\$260.00
Bid Opening and Review	1	2	0	0	0	0	2	\$260.00
Project Management		1	0	0	0	0	1	\$130.00
SUBTOTAL:		5	0	0	0	0	6	\$650.00
CONSTRUCTION PHASE								
Review and Process Submittals		2	0	0	0	0	2	\$260.00
Address Contractor's questions - RFIs		2	0	0	0	0	2	\$260.00
Site Visits and Construction Progress Meetings - 3		6	0	0	0	0	6	\$780.00
Review and process pay applications		2	0	0	0	0	2	\$260.00
Project Management		4	0	0	0	0	4	\$520.00
SUBTOTAL:		16	0	0	0	0	16	\$2,080.00
TOTAL - HOURS:		49	0	0	12	0		\$7,330.00
CLASSIFICATION RATE PER HOUR		\$130.00	\$90.00	\$90.00	\$80.00	\$64.00		
LABOR AND OVERHEAD COSTS:		\$6,370.00	\$0.00	\$0.00	\$960.00	\$0.00		\$7,330.00
TOTAL SALARY COSTS:								\$7,330.00



FEE SCHEDULE
(Effective July 1, 2018)

HOURLY RATES

Registered Land Surveyor	\$ 130.00
Registered Engineer	\$ 130.00
GIS Software Engineer	\$ 130.00
Surveyor / Engineer / Designer	\$ 90.00
Two-Man Survey Crew (Including GPS and Robotics Crew) Boundary / Topographic / Construction	\$ 130.00
Surveying Technician / Engineering Technician / GIS Analyst / Drafter	\$ 80.00
Clerical	\$ 64.00