

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 7/1/2020

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

Transfer Agreement of roads between INDOT and Monroe County after the construction of I69 Section 5.

Vendor #

If new vendor, enter 'NEW'

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:

Monroe County transferred specific roads to the jurisdiction of INDOT while I69 was begin built. There were also access roads that were built with the construction of I69. These roads are now being transferred to Monroe County for acceptance into the highway road system. The total mileage is 13.05 miles.

Also, as part of the agreement, Monroe County will maintain the six overpass bridges during snow removal. All over maintenance will remain under INDOT's responsibilities. The reason that will be able to provide the snow removal on the overpasses is because we will be doing the snow removal on both sides of the bridge that is under our jurisdiction. Monroe County will receive \$285,000.00 to purchase a complete brine system for pretreatment of the bridge overpasses. This equipment will be used also for other bridge pretreatment in the county. This is a great way to start a brine system with the assistance from INDOT.

I have not attached all the exhibits to the packet. They are very large files, but are available anytime for public viewing if requested.

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: June 17, 2020

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

**AMENDMENT NO. 1  
ROAD TRANSFER MEMORANDUM OF AGREEMENT  
BETWEEN  
THE INDIANA DEPARTMENT OF TRANSPORTATION  
AND  
MONROE COUNTY, INDIANA,  
CONCERNING THE  
TRANSFER OF CERTAIN ROADS NEAR AND ALONG  
NEW INTERSTATE 69 AND STATE ROAD 37 IN MONROE COUNTY**

**EDS No. A249-16-ON150103**

**PREAMBLE**

THIS ROAD TRANSFER MEMORANDUM OF AGREEMENT (this "Agreement") is made, by and between the INDIANA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "INDOT") and MONROE COUNTY, INDIANA (hereinafter referred to as the "COUNTY"; the COUNTY and INDOT are jointly referred to in this Agreement as the "PARTIES"), is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General (hereinafter referred to as "Effective Date"). In consideration of those mutual undertakings and covenants, the Parties agree as follows:

**RECITALS**

WHEREAS, INDOT is in the process of constructing Section 5 of the new Interstate 69 ("I-69-5"), which shall run from a point on current State Road 37 near That Road in Monroe County, Indiana, and run through the COUNTY to a point in Morgan County, Indiana, south of Martinsville, Indiana ("Project"); and

WHEREAS, INDOT and the COUNTY entered into a Road Transfer Memorandum of Agreement on September 29, 2015, EDS #A249-16-ON150103 ("Original Agreement"), which is attached hereto as Appendix 1 and incorporated herein by reference, to transfer certain roads to one another, including temporarily transferring certain roads to INDOT to allow for construction of certain improvements in connection with the I-69-5 project and INDOT has verified that all plat and legal descriptions have been recorded in the Office of the County Recorder; and

WHEREAS, INDOT acquired right of way and built new roads for the Project, used existing right of way to build roads and constructed certain improvements on those roads which were temporarily transferred in the Original Agreement, and now desires to relinquish jurisdiction therein and transfer these roads to the COUNTY; and

WHEREAS, INDOT currently incurs or will incur the expense for maintaining and regulating the Transferred Roads (hereafter defined) within the COUNTY, including, but not limited to, the maintenance and regulation of all right-of-way, road surface, structures, snow and ice removal, storm water drainage, mowing, other related signs, outdoor advertising structures, and driveways associated with the Transferred Roads; and

WHEREAS, the PARTIES agree that as a result of construction of I-69-5, the Transferred Roads will no longer be the most appropriate routes to serve state traffic, but will continue to serve a major local travel function and provide access to businesses; and

WHEREAS, the PARTIES agree, that the Transferred Roads shall be transferred to the COUNTY, and the COUNTY is willing to accept the Transferred Roads and assume full responsibility for all future maintenance, liability and regulation, except as specifically outlined in Section 1.14, including, but not limited to, the maintenance and regulation of all right-of-way, structures, snow and ice removal, storm water drainage, mowing, other related signs, outdoor advertising structures and driveways associated therewith in perpetuity according to the terms of this Agreement; and

WHEREAS, the COUNTY agrees that if it decides to vacate one of the Transferred Roads in the future, the COUNTY must obtain prior approval from INDOT before any vacation of the Transferred Roads may take place; and

WHEREAS, I.C. 8-23-4-10, I.C. 8-23-4-11 and I.C. 8-23-4-12 authorize INDOT and the COUNTY to enter into this Agreement for the transfer of roads between systems;

NOW, THEREFORE, in consideration of the promises and the mutually dependent covenants herein contained, the PARTIES hereto agree as follows:

## **I. SPECIFIC PROVISIONS**

1. Section 1.3 shall be amended in its entirety as follows:

**1.3.** INDOT shall transfer to COUNTY the roads and bridges described in Exhibits G, H and I, which are attached hereto and incorporated herein by reference, ("Transferred Roads").

**1.3.1.** The roads described in Exhibit G and Exhibit H are those roads that were temporarily transferred to INDOT for INDOT to make improvements upon. INDOT shall transfer these roads described in Exhibit G and Exhibit H back to the COUNTY on the Date of Transfer.

The roads described in Exhibit G are the same roads described in Exhibit H. Exhibit H is intended to provide a description of the Transferred Roads for use by engineers and surveyors. Exhibit G is intended to provide a description of the Transferred Roads for use by those without specialized training. In the event of a conflict between Exhibit G and Exhibit H, Exhibit G shall prevail.

**1.3.2.** INDOT used existing state-owned right of way and newly acquired right of way to construct new roads, which are more particularly described in Exhibit I. INDOT shall transfer those roads in Exhibit I to the COUNTY on the Date of Transfer.

- 1.3.3. COUNTY understands and agrees that the Transferred Roads includes all of the temporary transferred roads from COUNTY to INDOT under the Original Agreement, in addition to newly built roads in the State right-of-way, certain other roads and assets, anything in this Agreement to the contrary notwithstanding.

The total mileage of Transferred Roads transferred to COUNTY under this Agreement is approximately **13.05 centerline miles**.

- 1.3.4. COUNTY agrees that if it decides to vacate one of the Transferred Roads in the future, COUNTY must obtain prior approval from INDOT before any vacation of the Transferred Roads may take place

2. Section 1.4 shall be amended in its entirety as follows:

- 1.4. **Date of Transfer**. INDOT will notify the COUNTY by certified letter(s) of the exact date and time of the transfers, which is estimated to be on or about July 1, 2020, (the "**Estimated Date of Transfer**").

In accordance with the terms of the Public Private Agreement for I-69-5, which incorporated the requirements of the Indiana Design Manual and other Project documents, and subsequently INDOT's contracts to complete the project, the I-69-5 corridor will not be considered "complete" and the Transfer to the COUNTY will not occur until the COUNTY has had an opportunity to inspect the Transferred Roads and concurs that the Transferred Roads were constructed as provided under the plans, the Indiana Design Manual, and all applicable standards and specifications. If inspection finds deficiencies (i.e. elements or items not in compliance with the plans, Indiana Design Manual, and/or applicable standards and specifications), INDOT will work with the COUNTY to ensure such deficiencies are remedied before the Transferred Roads are transferred to the COUNTY. Further, any latent defect subsequently discovered in the Transferred Roads within two (2) years of the Date of Transfer will be handled according to the INDOT Standard Specifications covering latent defects (including Section 107.23). The Transferred Roads may be transferred in segments individually or may be transferred as a whole once they are considered complete.

INDOT, at INDOT's option, shall have the right to designate a different Date of Transfer for one or more of the Transferred Roads to the COUNTY. In the event that no such letter is sent to COUNTY, the Date of Transfer to the COUNTY shall be deemed to be July 1, 2020. INDOT shall have absolutely no liability to the COUNTY if the Date of Transfer to the COUNTY is before or after the Estimated Date of Transfer, even if the Date of Transfer is not in close proximity to the Estimated Date of Transfer.

3. Section 1.11 shall be amended in its entirety as follows:

- 1.11. **No Cost or Expense to INDOT**. The COUNTY agrees that except as otherwise provided in 1.8, 1.14 and 1.15 of this Agreement, INDOT shall not be responsible for any costs or expenses in any manner related to the Transferred Roads from and after the Date of Transfer.



4. Section 1.14 shall be added as follows:

**1.14. INDOT's Maintenance Responsibilities.**

- A. **Ornamental Lighting.** INDOT shall be responsible for the maintenance of the lighting, on Fullerton Pike over the I-69 Interchange, which consists of a total of eight (8) ornamental lights, as shown in Exhibit L, attached hereto and incorporated herein by reference. INDOT shall pay for all of the fees for any utility services serving the ornamental lighting. If INDOT or INDOT's contractor damages the ornamental light fixture and/or light pole, INDOT shall pay for the cost of the replacement ornamental light fixture and/or light pole.
- B. **Community Identifiers.** INDOT shall be responsible for the maintenance of the Community Identifiers, located on Fullerton Pike and Sample Road, which consists of LED lit letters affixed to each overpass, as shown in Exhibit M, attached hereto and incorporated herein by reference. If INDOT or INDOT's contractor damages a portion of the Community Identifier, INDOT shall pay for the replacement cost of the damaged portion of the Community Identifier.
- C. **Guardrail on Access Roads.** INDOT shall be responsible for maintenance of the guardrail on the access roads as shown in Exhibit G, attached hereto and incorporated herein by reference, for a period of ten (10) years, up to and including June 30, 2030. Effective July 1, 2030 the COUNTY shall assume sole responsibility for maintenance of the guardrail on the access roads. INDOT shall be responsible for repairing damage to the COUNTY's guardrail which is caused by a motor vehicle accident on I-69 in the same location as the COUNTY's guardrail.
- D. **MSE Walls.** INDOT shall be responsible for maintenance of all MSE Walls, as shown in Exhibit G, for a period of ten (10) years, up to and including, June 30, 2030. Effective July 1, 2030, the COUNTY shall assume sole responsibility for maintenance of all of the MSE Walls.
- E. **Right of Way Fencing.** INDOT shall be responsible for maintenance of all right-of-way fencing, as shown in Exhibit G.
- F. **Concrete Barrier Wall.** INDOT shall be responsible for maintenance of the concrete barrier walls located between I-69 corridor and the COUNTY-owned access roads, as shown in Exhibit G.
- G. **Fullerton Pike, Tapp Road, Sample Road.** INDOT shall be responsible for maintaining the interchanges, excluding snow and ice removal, located at Fullerton Pike, Tapp Road and Sample Road, as shown in Exhibit G.

**1.15. COUNTY's Maintenance Responsibilities.**

- A. **Ornamental Lighting.** The COUNTY shall purchase and provide a replacement light fixture and/or pole for INDOT's use for those lights referenced in 1.14(A) should a light fixture and/or light pole become damaged and need replaced. The COUNTY understands and agrees that if a replacement ornamental light fixture and/or light pole is not kept and provided within thirty (30) days for INDOT's use, INDOT will replace the damaged ornamental light fixture and/or light pole with one of INDOT's standard light fixtures and/or light poles.
  - B. **Community Identifiers.** The COUNTY shall purchase and provide replacement letters for INDOT's use should any portion of the Community Identifiers referenced in 1.14(B) become damaged and/or destroyed. The COUNTY understands and agrees that if a replacement letter(s) is/are not provided for INDOT's use, INDOT will not replace the damaged and/or destroyed letters.
  - C. **Guardrail on Access Roads.** The COUNTY shall assume the sole responsibility for maintaining all the guardrail on the access roads referenced in 1.14(C) and described in **Exhibit G** on July 1, 2030.
  - D. **MSE Walls.** The COUNTY shall assume sole responsibility for maintenance of all of the MSE Walls referenced in 1.14(D) and shown in **Exhibit G** on July 1, 2030.
  - E. **Basins.** The COUNTY shall be solely responsible for the maintenance of the basins, as shown in **Exhibit G**. INDOT shall provide the Operations and Maintenance procedures for maintaining the basins. INDOT shall not have any maintenance responsibility for the basins.
  - F. **Snow and Ice Removal.** The COUNTY shall be responsible for snow and ice removal of the bridge structures located at Rockport Road, Arlington Road, Kinser Pike, Chambers Pike, Fullerton Pike, Tapp Road and Sample Road. In consideration of the COUNTY maintaining the winter operations of these bridges, INDOT shall pay the COUNTY **\$285,000.00** to fund the purchase of brine equipment for pretreatment of the bridge structures. Payment shall be made to the COUNTY when the Agreement is fully executed or July 1, 2020, whichever is later.
5. All other matters previously agreed to and set forth in the Original Agreement are not affected by this amendment and shall remain in full force and effect.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the COUNTY, or that the undersigned is the properly authorized representative, agent, member or officer of the COUNTY. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the COUNTY, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the COUNTY attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

**In Witness Whereof**, the Parties have, through their duly authorized representatives, entered into this Agreement. The Parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

**[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**MONROE COUNTY, INDIANA**

**Executed by:**

\_\_\_\_\_  
Julie Thomas  
President of the Board of County Commissioners

\_\_\_\_\_  
Lee Jones  
Vice President of the Board of County Commissioners

\_\_\_\_\_  
Penny Githens  
Member of the Board of County Commissioners

**Attest:**

\_\_\_\_\_  
Catherine Smith, Auditor

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

**STATE OF INDIANA**  
**Indiana Department of Transportation**

**Recommended for approval by:**

\_\_\_\_\_  
Anthony K. McClellan  
Seymour District Deputy Commissioner  
Indiana Department of Transportation

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

**Executed By:**

\_\_\_\_\_  
(for)  
Joseph McGuinness, Commissioner  
Indiana Department of Transportation

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

APPROVALS

STATE OF INDIANA  
State Budget Agency

By: \_\_\_\_\_ (FOR)  
Zachary Q. Jackson, Director

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

STATE OF INDIANA  
Department of Administration

By: \_\_\_\_\_ (FOR)  
Lesley A. Crane, Commissioner

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

Approved as to Form and Legality:  
Office of the Attorney General

By: \_\_\_\_\_ (FOR)  
Curtis T. Hill, Jr.  
Attorney General of Indiana

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

This instrument was prepared for the Indiana Department of Transportation, 100 N. Senate Avenue, Indianapolis, IN 46204, by the undersigned attorney.

\_\_\_\_\_  
Marjorie A. Millman, Attorney No. 21748-36

**EXHIBIT G**  
**TRANSFERRED ROADS TO COUNTY**

[See attached]



**EXHIBIT H**  
**TRANSFERRED ROADS TO COUNTY**

[See attached]

**EXHIBIT I**  
**TRANSFERRED ROADS TO COUNTY**

[See attached]

**EXHIBIT L**  
**ORNAMENTAL LIGHTING**

[See attached]

**EXHIBIT M**  
**COMMUNITY IDENTIFIERS**  
[See attached]

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 7/8/2020

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

Change Order #17 and #19 for the Fullerton Pike, Phase I project with Weddle Brothers Construction

Vendor #

If new vendor, enter 'NEW'

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: 2021

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: \$10,585.93

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 #17- During excavation for the signal foundations at both intersections, rock was encountered at 7 ft. According to INDOT specifications when rock is encountered while excavating signal foundations and there is no existing excavation x item, a change order is to be generated for the costs associated. Mobilization and demobilization are included in the costs. Total cost is \$8,250.00

Change Order #19- Contractor had to provide an overhead power drop to a street light at Old SR 37 and Rhorer Road. This change order is required because of the lack of room to install by Duke Energy. Total cost is \$2,335.93.

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: June 29, 2020

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: [afreeman@co.monroe.in.us](mailto:afreeman@co.monroe.in.us) AND to the Page 102 of 168

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

Contract No: R -31902

Change Order No.: 017

Page: 1

INDIANA Department of Transportation  
Construction Change Order and Time Extension Summary

<b>Contract Information</b>	Contract No.: R -31902	Letting Date: 12/14/2016	
District: SEYMOUR DISTRICT	AE: Wren, Rachel	PE/S: Lenglade, Jon	Status: Draft

<b>Change Order Information</b>	Change Order No.: 017	EWA: Y or Force Acct: N
Date Generated: 02/14/2020	Date Approved: 00/00/0000	

Reason Code: CHANGED COND, Constructability Related

Description: Class X Excavation for Signal Foundation

Original Contract Amount	\$ 5,083,259.46	
Current Change Order Amount	\$ 8,250.00	Percent: 0.162 %
Total Previous Approved Changes	\$ 549,778.59	Percent: 10.816 %
Total Change To-Date	\$ 558,028.59	Percent: 10.978 %
Modified Contract Amount	\$ 5,641,288.05	

**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: 017

INDIANA  
Department of Transportation

Date: 03/27/2020  
Page: 3

Contract: R -31902  
Project: 0801059 - State: 9999209  
Change Order Nbr: 017  
Change Order Description: Class X Excavation for Signal Foundation  
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0246	0801059	0246	206-51215	CYS	500.000	10.500	C	Amount:\$ 5,250.00

Item Description: EXCAVATION X

Supplemental Description1: Class X for Signal Foundations

Supplemental Description2:

0247	0801059	0247	110-07025	EACH	1,500.000	2.000	C	Amount:\$ 3,000.00
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Item Description: MOBILIZATION AND DEMOBILIZATION

Supplemental Description1: Mobilization and Demobilization for Class X Excavation

Supplemental Description2:

Total Value for Change Order 017 = \$ 8,250.00

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

During excavation for the signal foundations located at the intersection of Fullerton and Walnut and Rhorer Rd and Walnut St, Pike rock was encountered at 7 feet. Each foundation, 8 total, had 1.31 cys of rock removed for a total of 10.48 cys. Per INDOT Specification 206.11 when rock is encountered while excavating for a signal foundation and there is not an existing Excavation X item, a change order will be generated and the cys will be paid at \$500.00/cy. Also, the contractor will be paid \$1,500.00/mobilization and demobilization. There are two mob and demob, one for intersection at Fullerton and Walnut March 1, 2018 and one for intersection Rhorer and Walnut St, Pike, May 28, 2019. This Change Order does not warrant any additional days to the contract.

#### 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 LLC

Signed By: Jeff Alesky

Date: 3/30/2020

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

Contract No:R -31902  
Change Order No:017

INDIANA  
Department of Transportation

Date:03/27/2020  
Page: 4

\*\*\*\*\*  
APPROVED FOR LOCAL PUBLIC AGENCY

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\*\*\*\*\*  
SUBMITTED FOR CONSIDERATION

PE/S Chuck Wilcox 3/27/20

\*\*\*\*\*  
APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level

Name of Approver

Date

Status

## CHANGE ORDER REQUEST FORM

CONTRACT NO. **R-31902**

DATE OF SUBMISSION

**August 5, 2019**

PROJECT DESCRIPTION <i>(route / Intersection / bridge no(s).)</i>	ON GORDON PIKE AND RHORER ROAD IN THE CITY OF BLOOMINGTON
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	HAD TO BRING IN A SPECIALIZED CONTRACTOR TO DRILL THROUGH ROCK TO EXCAVATE SIGNAL FOUNDATIONS AT RHORER & WALNUT
PROPOSED SOLUTION SUMMARY	PAYMENT FOR CLASS X EXCAVATION IN ACCORDANCE WITH INDOT SPECIFICATION 206.11 BASIS OF PAYMENT.

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

ONSET DATE OF CHANGE	<b>June 18, 2019</b>	CHANGE ORDER TYPE	104.02 Changed Conditions
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### PROPOSED COST AND TIME ADJUSTMENT

#### COST

COST INCREASE / (DECREASE):

\$

**8250.00**

The cost adjustment shall include lump sum and/or 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)

[Click here to enter text.](#)

#### 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.

CHANGE ORDER ORIGINATION:	<input type="checkbox"/> INDOT / LPA <input checked="" type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	
<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	206.11
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	<a href="#">Click here to enter text</a>
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (if yes, attach details)



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.)*

ENCOUNTERED ROCK WHILE EXCAVATING TRAFFIC SIGNAL FOUNDATIONS. DIFFERING SITE CONDITIONS.

**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.)*

INDOT SPECIFICATION 206.11 DESCRIBES HOW CLASS X EXCAVATION SHALL BE PAID WHEN ENCOUNTERED ON A PROJECT.

**SIGNATURE**

Contractor:

Name: (print) KEITH MULLENS \_\_\_\_\_

(signature)  \_\_\_\_\_ Date: 09/11/2019 \_\_\_\_\_

NOTE: The Contractor should retain a signed copy of this document for record.

CHANGE ORDER REQUEST FORM

R-31902

ATTACHMENT: UNIT PRICE ITEMS DETAIL

- In general it appears that we hit rock at 7 feet on the strain pole foundations. With that theory and based on INDOT spec 206.11 we should be due \$8,250.00 for the Class X excavation. 3 foot diameter hole at 5 feet deep times 8 foundations equals 10.5 cys at \$500 per cys. We are also due 2 mobs at \$1500 for the 2 occurrences at the 2 intersections at different times.



## CHANGE ORDER REQUEST FORM

CONTRACT NO. **R-31902**

DATE OF SUBMISSION **August 5, 2019**

PROJECT DESCRIPTION <i>(route / intersection / bridge no(s).)</i>	Fullerton Pike Corridor Phase I
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	Rock excavation at signal pole foundations
PROPOSED SOLUTION SUMMARY	Class X excavation shall be paid for per INDOT Specification 206.11

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

ONSET DATE OF CHANGE	<b>June 18, 2019</b>	CHANGE ORDER TYPE	<b>104.02 Changed Conditions</b>
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### PROPOSED COST AND TIME ADJUSTMENT

**COST** COST INCREASE / (DECREASE): \$ **8250.00**

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:	
<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	206.11
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	<a href="#">Click here to enter text</a>
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (if yes, attach details)

## 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.)

Encountered rock while excavating traffic signal foundations.

## 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.)

We request the rock excavation at the signal strain poles to be paid per INDOT 206.11.

Class X Excavation: 10.5cys at \$500.00 per cubic yard = \$5250.00

Mob/Demob for Class X Excavation: 2 each at \$1500.00 = \$3000.00

## SIGNATURES

Contractor: WEDDLE BROS. HIGHWAY GROUP LLC

Name: (print) JEFF COLEY PROJECT MANAGER

(signature)

Date: 5 Aug 2019

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

Name: (print)

(signature)

Date:

CHANGE ORDER REQUEST FORM

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

CONTRACT NO. **R-31902**

**ATTACHMENT: UNIT PRICE ITEMS DETAIL**

Attach or paste a unit price item detail.



Contract No:R -31902

Change Order No.: 019

Page: 1

**INDIANA Department of Transportation**  
**Construction Change Order and Time Extension Summary**

**Contract Information**

District:SEYMOUR DISTRICT

Contract No.: R -31902

AE:Wren, Rachel

Letting Date:12/14/2016

PE/S:Lenglade, Jon

Status:Pending

**Change Order Information**

Date Generated: 02/21/2020

Change Order No.: 019

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: Overhead Power Drop for Street Light

Original Contract Amount \$ 5,083,259.46

Current Change Order Amount \$ 2,335.93

Percent: 0.046 %

Total Previous Approved Changes \$ 549,778.59

Percent: 10.816 %

Total Change To-Date \$ 552,114.52

Percent: 10.862 %

Modified Contract Amount \$ 5,635,373.98

**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.: 019

**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

INDIANA

Date: 06/17/2020

Change Order No: 019

Department of Transportation

Page: 3

Contract: R -31902  
Project: 0801059 - State: 9999209  
Change Order Nbr: 019  
Change Order Description: Overhead Power Drop for Street Light  
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0249	0801059	0249	805-78445	EACH	2,335.930	1.000	C	Amount: \$ 2,335.93

Item Description: SIGNAL SERVICE

Supplemental Description1: Install Overhead Power Drop to Street Light

Supplemental Description2:

Total Value for Change Order 019 = \$ 2,335.93

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

Contractor had to provide an overhead power drop to a street light at Old SR37 and Rhorer Rd. Required because of the lack of room to install by Duke Power Co. Cost reviewed as acceptable as utility work for Duke. A time adjustment is not warranted for this change order.

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: WEDDLE BRAS. HIGHWAY GROUP LLC

Signed By: 

Date: 6-19-2020

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



Contract No:R -31902  
Change Order No:019

INDIANA  
Department of Transportation

Date:06/17/2020  
Page: 3

Contract: R -31902  
Project: 0801059 - State:9999209  
Change Order Nbr: 019  
Change Order Description: Overhead Power Drop for Street Light  
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0249	0801059	0249	805-78445	EACH	2,335.930	1.000	C	Amount:\$ 2,335.93

Item Description: SIGNAL SERVICE

Supplemental Description1: Install Overhead Power Drop to Street Light

Supplemental Description2:

Total Value for Change Order 019 = \$ 2,335.93

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

Contractor had to provide an overhead power drop to a street light at Old SR37 and Rhorer Rd. Required because of the lack of room to install by Duke Power Co. Cost reviewed as acceptable as utility work for Duke. A time adjustment is not warranted for this change order.

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: \_\_\_\_\_

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

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

\*\*\*\*\*

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

Contract No:R -31902  
Change Order No:019

INDIANA  
Department of Transportation

Date:06/17/2020  
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
Project Engineer/Supervisor	Wildt, Chuck	00/00/0000	Action Pending

## CHANGE ORDER REQUEST FORM

CONTRACT NO. **R-31902**

DATE OF SUBMISSION

**August 5, 2019**

PROJECT DESCRIPTION <i>(route / intersection / bridge no(s).)</i>	Fullerton Pike Corridor Phase I
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	Provide overhead power to street light at South Walnut Street and Rhorer Road intersection.
PROPOSED SOLUTION SUMMARY	<a href="#">Click here to enter text</a>

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

ONSET DATE OF CHANGE	<a href="#">[Select Date]</a>	CHANGE ORDER TYPE	104.03 Extra Work
----------------------	-------------------------------	-------------------	-------------------

## PROPOSED COST AND TIME ADJUSTMENT

COST

COST INCREASE / (DECREASE):

\$ **2335.93**

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 checked="" type="checkbox"/> INDOT / LPA <input checked="" type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	
<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	<a href="#">Click here to enter text</a>
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	<a href="#">Click here to enter text</a>
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (If yes, attach details)



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.)

Structure Point requested a power drop to street light at intersection of Walnut and Rhorer.

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.)

[Click here to enter text](#)

SIGNATURES

Contractor: WEDGE BOS. HIGHWAY GROUP LLC

Name: (print) JEFF DOLEY Project Manager

(signature) 

Date: 5 Aug 2019

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

**Project: R-31902 Fullerton Pike Phase 1**

PCO #:

**Description: Overhead Power Drop to Street Light at Walnut and Rhorer Intersection**

Date: 8/5/2019

<b>Class</b>	<b>Day Shift Hourly Labor Rates:</b>	
SUP	Field Superintendent	\$64.00
CARP F	Carpenter Foreman Rate:	\$58.95
CARP	Carpenter Rate:	\$55.45
LAB F	Laborer Foreman Rate:	\$43.84
LAB	Laborer Rate:	\$42.34
OPER F	Operator Foreman Rate:	\$61.08
OPER	Operator Rate:	\$59.58

DESCRIPTION	Quantity	Class	Quantity	Unit	Rate	Extension	Totals
<b>LABOR:</b>							
						Labor Subtotal	
<b>MATERIAL:</b>	Quantity	Unit	Quantity	Unit	Rate	Extension	
small tools (3% of Weddle Bros. Labor)	1	Is	1	Is	3%		
						Mat'l Subtotal	
<b>EQUIPMENT: (rates include fuel)</b>	Quantity	Type	Quantity	Unit	Rate	Extension	
						Equip. Subtotal	
<b>MAJOR PURCHASE ORDERS:</b>			Quantity	Unit	Rate	Extension	
						P.O. Subtotal	
<b>SUBCONTRACTORS:</b>						Total	
Hoosier Company Install power drop to street light						\$2,102.55	
						Sub Subtotal	\$2,102.55
						Total Prior to Markup	\$2,102.55
					Mark Up on Labor	20.00%	
					Mark Up on Material	15.00%	
					Mark Up on Equipment	12.00%	
					Mark Up on Sub Work	10.00%	\$210.26
					Tax		
					Bond	1.00%	\$23.13
Additional Contract Days Required For This Change							
Additional Work Days Required For This Change							
					Total		\$2,335.93
					Unit Cost		\$2,335.93
Remarks:							



**NOTE:** The Contractor should retain a signed copy of this document for record.

### ATTACHMENT: UNIT PRICE ITEMS DETAIL

Job/Contract # 77-4014  
Date: 8/5/2019  
Change Request # 8

Description				
Provided and installed 3c/B cable overhead to power one of the streetlights and Old SR 97 and Rhorer Road. This was required due to conditions and not having enough room to install per the original plan				

Labor				
Type	#	Manhours	Rate	Total
Operator	1	8	\$62.18	\$ 497.44
Labor	1	8	\$44.58	\$ 356.64
Foreman	1	8	\$65.12	\$ 520.96
Total Labor				\$ 1,375.04

Equipment			
Description	Day	Hourly	Total
Bucket Truck	1	\$ 299.52	\$ 299.52
			\$ -
			\$ -
			\$ -
Total Equipment			\$ 299.52

Material				
Description	Quantity	Unit	Unit Price	Total
3C/8	95	LF	\$ 1.10	\$ 104.50
Total Material				\$ 104.50

Subcontractors				
Description	Quantity	Unit	Unit Price	Total
Total Subcontractor				\$ -

Labor	\$ 1,375.04	Equipment	\$ 299.52	Material	\$ 104.50	Subcontractor	\$ -
OH&P	\$ 275.01	OH&P	\$ 35.94	OH&P	\$ 12.54	1st \$3000 @ 10%	\$ -
Total Labor	\$ 1,650.05	Total Equip.	\$ 335.46	Total Material	\$ 117.04	Remaining @ 7%	\$ -
						Total Subs.	\$ -

Total Price Summary		
Unit Quantity	1.00	LF
Total Price	\$ 2,102.55	
Unit Price	\$ 2,102.55	

<b>Internal Use Only:</b>	HCI Job #	<u>77-4014</u>	HCI Item #	<u>164</u>
Labor: \$	1,375.04	Equipment: \$	299.52	Burden: \$ 323.49
Material: \$	104.50	Sub: \$	-	

## MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 7/1/2020

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*

Agreement between Monroe County Board of Commissioners and INDOT for the reconstruction of Sample Road, west of SR 37/I69

Vendor #

*If new vendor, enter 'NEW'*

*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: FY 2021

*Or other identifying number*

Pass Through Entity Des #1900467

### Amount Received

Federal: \$5,318,840.00

State:

Local Match: \$1,063,768.00

Total Received: \$6,382,608.00

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

Fund Name: Local Road and Street

Fund Number 1169

Amount: \$6,382,608.00

**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 contract is for project coordination for the reconstruction of Sample Road, west of SR 37/I69, Bottom Road to I69. This is an 80% match from INDOT for the project construction cost. The construction of this segment of roadway is scheduled for 2022.

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: June 17, 2020

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)



**INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY  
PROJECT COORDINATION CONTRACT**

EDS #: A249-20-L200065

Des. No.: 1900467

CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and Monroe County, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

**NOTICE TO PARTIES**

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

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

Office of LPA and Grant Administration  
Attention: Director of LPA and Grant Administration  
100 North Senate Avenue, Room N955-LPA  
Indianapolis, Indiana 46204

With a copy to:

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

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

INDOT Seymour District  
185 Agrico Lane  
Seymour, Indiana 47274

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

Monroe County  
100 West Kirkwood Avenue  
Bloomington, Indiana 47404

### **RECITALS**

WHEREAS, the LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, the LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

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

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

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

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

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

**SECTION I PROJECT DESCRIPTION.** INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the "Project"), herein attached to and made an integral part of this Contract.

**SECTION II LPA RESPONSIBILITIES.** The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA's Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

**SECTION III INDOT RESPONSIBILITIES.** INDOT will provide the information and services as set out in Attachment C (INDOT's Rights and Duties), herein attached to and made an integral part of this Contract.

**SECTION IV PROJECT FUNDS.** INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

### **SECTION V TERM AND SCHEDULE.**

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2020 and June 30, 2021**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.

- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between July 1, 2021 and June 30, 2023, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
- D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

## **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 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. 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 undersigned, 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 Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**E. 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 Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated there under, and Executive Order 05-12, dated January 12, 2005. 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 Indiana State Ethics Commission website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44.1-1-4 and under any other applicable State or Federal laws.
5. The LPA represents and warrants that the LPA and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this agreement. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.
6. As required by I.C. 5-22-3-7:
  - (1) The LPA and any officials 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.

**F. Debarment and Suspension.**

1. The LPA certifies by entering into this Contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has 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 subcontractors 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 subcontractor. The LPA shall immediately notify INDOT if any subcontractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

- G. 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.

**H. 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.
- I. **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 Contractor 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.
- J. **Force Majeure.** In the event either 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 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.
- K. **Funding Cancellation Clause.** 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.
- L. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
- M. **Indemnification.** The LPA agrees to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, 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 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.

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

1. This Contract is enacted 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. 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.

Under IC 22-9-1-10 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, or status as a veteran.

2. The LPA understands that INDOT is a recipient of federal funds. Pursuant to that understanding, 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, income status, 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.

- P. **Payment.** All payments made by INDOT, if any, shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, 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 I.C. 4-13-2-20.
- Q. **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.
- R. **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.
- S. **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.
- T. **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

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

Executed by:

\_\_\_\_\_  
Print or type name and title

(FOR)

\_\_\_\_\_  
Joseph McGuinness, Commissioner\_\_\_\_\_  
Signature and date

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

\_\_\_\_\_  
Print or type name and title

Department of Administration

\_\_\_\_\_  
Signature and date\_\_\_\_\_  
Lesley A. Crane, Commissioner\_\_\_\_\_  
Print or type name and title

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

\_\_\_\_\_  
Signature and date

State Budget Agency

LPA DUNS # \_\_\_\_\_

\_\_\_\_\_  
Zachary Q. Jackson, Director

Attest

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

\_\_\_\_\_  
Auditor or Clerk Treasurer

Approved as to Form and Legality:

(FOR)

\_\_\_\_\_  
Curtis T. Hill, Jr., Attorney General of Indiana

This instrument prepared by:

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

Brenda E. Fox  
June 18, 2020

ATTACHMENT A  
PROJECT DESCRIPTION

Des. No.: 1900467  
Program: Group IV  
Type of Project: Road Reconstruction (3R/4R Standards)  
Location: Sample Road

A general scope/description of the Project is as follows:

Road reconstruction on Sample Road (Phase II) from State Road 37 to Bottom Road in Monroe County, Indiana.

## ATTACHMENT B

### LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See [http://www.in.gov/indot/design\\_manual/](http://www.in.gov/indot/design_manual/)) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be in accordance with INDOT's consultant selection procedure.
3. REQUIREMENTS FOR ADDITIONAL CONTRACTS
  - A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:
    1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm> and is incorporated by reference; or
    2. use a form of agreement that has been reviewed and approved by INDOT.
4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.
9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
  - A. If project inspection will be provided by full-time LPA employees:

The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.

or

  - B. If project inspection will be provided by the LPA's consultant:

INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.



12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
14. If FHWA or INDOT invokes sanctions per Section VI.D.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
  - a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.
  - b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:
    1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.
    2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.
    3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
  - c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:
    1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.
    2. INDOT may elect to pay its obligations under the provisions of the construction contract.
    3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.



4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

## ATTACHMENT C

### INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

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

## ATTACHMENT D

## PROJECT FUNDS

## I. Project Costs.

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

_____	Preliminary Engineering or
_____	Right-of-Way or
<u>  X  </u>	Construction;

Otherwise, this contract covers all phases.

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

OR

- C. Federal-aid Funds made available to the LPA by INDOT will be used to pay **80 %** of the eligible Project costs. The maximum amount of federal funds allocated to the project is **\$ 5,318,840.00.**
- D. The LPA understands and agrees that in accordance with I.C. 8-23-2-14, INDOT retains 2.5% of the final construction costs for oversight of construction inspection and the testing of construction materials.
- E. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- F. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- G. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- H. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed

by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

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

## **II. Billings.**

### **A. Billing:**

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

### **B. Other Costs:**

1. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.

## **III. Repayment Provisions.**

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

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 7/8/2020

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

Agreement between the Monroe County Board of Commissioners and East Lawrence Water Authority for the Hunters Creek Road, Phase II and Phase III.

Vendor #

If new vendor, enter 'NEW'

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: 2021

Or other identifying number:

Pass Through Entity DES #1702958

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: \$268,000.00

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 agreement is for the utility relocation for the Hunters Creek Road Project, Phase II and Phase III. This agreement is reimbursable with INDOT and claims will be forwarded to INDOT for reimbursement.

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: June 29, 2020

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

Office e-mail: [CommissionersOffice@co.monroe.in.us](mailto:CommissionersOffice@co.monroe.in.us)

**CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT  
(Work by Utility)**

Agreement Amount \_\_\$268,000.00

Des No. 1702958

Agreement Type: Standard

Project No. 1702958

Work Description: New Road Construction

Road: Hunters Creek

County: Monroe

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_

2020, by and between East Lawrence Water Authority

1009 Crawford Dr.

Bedford, IN 47421

(Hereinafter referred to as the "Utility"), and Monroe County Highway Department

501 N. Morton Street, Suite 216 Bloomington, IN 47404

Indiana acting by and through its appropriate elected official, (hereinafter referred to as the "Local Public Agency").

**WITNESSETH:**

**WHEREAS**, the Local Public Agency desires to improve and/or maintain the condition of the above referenced road and has determined that the construction designated by the above project number (hereinafter referred to as the "project") is necessary for the improvement and/or maintenance of the roadway;

**WHEREAS**, the State of Indiana, through the Indiana Department of Transportation, (hereinafter referred to as "State") has agreed to recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the State under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

**WHEREAS**, the State will advertise for bids for construction of the project, award the contract, supervise the construction of the project and act as liaison agent for the Local Public Agency with the Federal Highway Administration;

**WHEREAS**, the project will require certain adjustments, removals, alterations and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit "A", attached hereto and incorporated by reference;



**WHEREAS**, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide), dated December 9, 1991, and 23 CFR 645 Subpart A, incorporated by reference, in order to receive reimbursement for the costs of the adjustments, removals, alterations and/or relocations of the existing facilities of the Utility;

**WHEREAS**, it is in the best interests of the Utility and the Local Public Agency, for the Utility to make the necessary adjustments, removals, alterations and/or relocations of its existing facilities as shown on Exhibit "A" with the Utility's regular construction and maintenance forces, or by a contractor paid under a contract let by the Utility.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL AGREEMENTS AND COVENANT HEREIN CONTAINED (THE ADEQUACY OF WHICH CONSIDERATIONS AS TO EACH OF THE PARTIES TO THIS AGREEMENT IS HEREBY MUTUALLY ACKNOWLEDGED), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

#### **SECTION I - DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE**

The Utility shall make the necessary adjustments, removals, alterations and/or relocations to its existing facilities in the following manner:

[Circle (1) and/or (2)]

**(1) With its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours.**

**(2) By an approved contractor as set forth in 23 CFR 645.109, 645.111 and/or 645.115.**

The preliminary itemized cost estimate for this project is set forth in attached Exhibit "B", incorporated by reference, and prepared in accordance with 23 CFR 645.113.

Exhibit "B" shall include an itemized estimate of all anticipated costs, including but not limited to, materials, labor, equipment costs, preliminary and construction engineering costs, administrative costs, eligible property costs, and or contracted services. Each item shall be shown as a 'per unit' cost. Professional services cannot be listed as a percentage of the total cost.

#### **SECTION II - WORK COMMENCEMENT**

The Utility shall not start work on the adjustments, removals, alterations and/or relocations covered by this agreement until written authorization has been given the Utility by the Local Public Agency or until a satisfactory starting date has been established with the Local Public Agency's project coordinator.

### **SECTION III - SUBORDINATION OF RIGHTS**

The existing facilities (are) (are not) located on public right-of-way. If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this agreement, shall subordinate the Utility's rights to those of the Local Public Agency in the highway right-of-way prior to final payment by executing an individual subordination agreement.

### **SECTION IV - MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES**

The Utility shall modify its facilities in accordance with the plans, specifications, and estimates shown in Exhibits "A" and "B". No work shall be performed by the Utility beyond the scope contemplated by Exhibits "A" and "B" without prior written authorization by the Local Public Agency.

In the event there are changes in the scope of work, extra work, or major change in the planned work covered by the approved agreement, plans, and estimate the Utility shall inform the Local Public Agency as soon as practical upon discovery. The Utility shall also notify the Local Public Agency of any material alterations due to unforeseen circumstances as soon as practical upon discovery. Such notification shall consist of a letter, telephone call, or other electronic communication confirmed by letter to the address of the Local Public Agency listed on Page 1 of this agreement

Notification shall include sufficient information to indicate the nature of the changed or unforeseen circumstances, the location of the changed or unforeseen circumstances, and the impact of the changed or unforeseen circumstances upon the Utility's relocation efforts, cost of the relocation, the time necessary to complete the relocation, and the extent of relocation.

### **SECTION V - STANDARD PAYMENT METHOD / PROGRESS BILLING**

The Utility may, once the Utility has accumulated **\$1,000.00** of expenses, submit one request for payment per calendar month for work covered by this agreement. The utility shall attach an itemization of costs incurred with each request for payment. This itemization of costs shall appear in the same form and manner as the preliminary estimate as shown on Exhibit "B"

The Local Public Agency will reimburse the utility for any item of worth or expense involved if performed at the written direction of the Local Public Agency. The Utility will be reimbursed for its actual costs of the work described in Exhibit "A" upon presentation of itemized bills to the Local Public Agency from the Utility.

Progress payments made by the Local Public Agency to the Utility shall not exceed ninety-seven percent (97%) of the estimated cost of the completed work. Reimbursement for progress billings shall be paid within sixty (60) days of receipt.

Partial payment shall not abrogate the Local Public Agency's or the State's right to dispute in good faith the Utility's claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility's final request for payment and the resolution of any audit performed in accordance with Section IX of this agreement.

#### **SECTION VI – LUMP SUM PAYMENT METHOD**

The Utility may elect to petition the Local Public Agency for payment of its expenses by Lump Sum. Such petition shall include Exhibits "A" and "B" along with a detailed explanation requesting payment by lump sum and showing how all individuals will be best served by this payment method.

The Local Public Agency may make payment to the utility by lump sum if the total cost for the adjustments, removals, alterations, and/or relocations do not exceed \$25,000.00. Lump sum payments in excess of \$25,000 will be made only if in the best interests of the public in accordance with 23 CFR 645.113(f) and approved by the Federal Highway Administration.

If a lump sum payment is approved, the Utility shall submit one request for payment no later than ninety (90) days after the work is completed. No amount in excess of the agreed amount in Exhibit "B" shall be reimbursed.

#### **SECTION VII - FINAL BILL**

The Utility shall present its final itemized bill accompanied by an itemized cumulative invoice within ninety (90) days of completion of its work. All documents required to substantiate any claims for payment shall be submitted with this final itemized bill. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed by the State to support such invoice.

Upon receipt of a final bill, the Utility shall be reimbursed for such items of project work, expense and retainage within ninety (90) days after the resolution and issuance of any audit performed in accordance with Section IX.

#### **SECTION VIII - RECORDS**

The Utility accounts and the accounts and records of any contractor or subcontractor involved in carrying out the proposed work shall be kept in such manner that they may be readily audited and actual costs determined, and such accounts shall be available for audit by auditors of the State, the Federal Highway Administration, and/or the Local Public Agency for a period of not less than three (3) years from the date final payment has been received by the Utility in accordance with 23 CFR 645.117.

Upon completion of the Utility's work, the Indiana Department of Transportation's Division of Accounting and Control may audit the Utility's records to determine the cost of relocation. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR Part 31.

If the audit resolution shows that the Utility has been overpaid, the Local Public Agency shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay the Local Public Agency within thirty-five (35) days after receipt of such bill and the Local Public Agency shall remit the Federal share to the State.

#### **SECTION IX - DISCRIMINATION**

Pursuant to IC 22-9-1-10, the Utility, its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

The Utility shall comply with the Regulations relative to Nondiscrimination in federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, incorporated by reference.

#### **SECTION X - GENERAL LIABILITY PROVISIONS**

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, the State of Indiana, and the Local Public Agency from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where said Department of Transportation and/or the Local Public Agency has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Department of Transportation, the State, or the Local Public Agency.

#### **SECTION XI - INCORPORATION OF THE UTILITY POLICY GUIDE**

The Policy Guide forms an essential part of this agreement, and the terms or provisions of this agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

#### **SECTION XII - PENALTIES/INTEREST/ATTORNEY'S FEES**

The Local Public Agency will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 at seq.

### **SECTION XIII - GOVERNING LAWS**

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

### **SECTION XIV - BINDING UPON SUCCESSORS OR ASSIGNS**

This agreement shall be binding upon the parties and their successors and assigns.

### **SECTION XV - NON-COLLUSION AFFIDAVIT**

The Utility shall execute a Non-Collusion Affidavit, notarized with a seal, which is attached hereto and incorporated by reference. If the Utility is a governmental entity, the execution of a Non-Collusion affidavit shall not be required.

### **SECTION XVI - MAINTAINING A DRUG-FREE WORKPLACE**

(A) The Utility and its subcontractors, if any, covenant and agree to make a good faith effort to provide and maintain during the term of this agreement a drug-free workplace, and that written notice will be given to the contracting Local Public Agency and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the Utility has been convicted of a criminal drug violation occurring in the Utility's workplace.

(B) In addition to the provisions of paragraph (A) above, if the total contract amount set forth in this agreement is in excess of \$25,000.00, the Utility and its subcontractors, if any, hereby further agree that this agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by the Utility in conjunction with this agreement and which is appended as an attachment hereto.

(C) It is further expressly agreed that the failure of the Utility and its subcontractors, if any, to in good faith comply with the terms of paragraph (A) above, or falsifying or otherwise violating the terms of the certification referenced in paragraph (B) above, shall constitute a material breach of this agreement, and shall entitle the State and the Local Public Agency to impose sanctions against the Utility and its subcontractors, if any, including, but not limited to, suspension of contract payments, termination of this agreement and/or debarment of the Utility and its subcontractors, if any, from doing business with the State and the Local Public Agency for up to three (3) years.

### **SECTION XVII – BUY AMERICA CERTIFICATION**

The Utility agrees that all steel and cast iron materials and products to be used under this agreement will be produced and manufactured in the United States of

America pursuant to the requirements of Indiana Code 5-16-8-1, et al. and 23 CFR 635.410.

**The remainder of this page is intentionally left blank.**

IN WITNESS HEREOF the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

**THE UTILITY:**

East Lawrence Water Authority  
(Utility Name)

John E. Thomas  
(Signature of Officer)

John E. Thomas  
(Officer's Name, Printed or Typed)

Vice President  
(Officer's Position)

**ATTEST:**

Donald E. Apple  
(Secretary of Utility-Signature)

Donald E. Apple  
(Secretary's Name, Printed or Typed)

**ACKNOWLEDGEMENT**

State of Indiana County of Lawrence SS:

Before me, the undersigned Notary Public in and for said County and State, personally

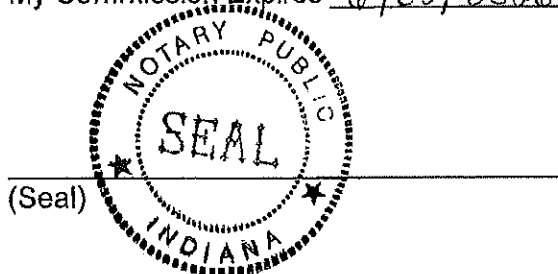
appeared John E. Thomas (VP) Donald E. Apple (Sec)  
(Names and offices of signers of Utility)

East Lawrence Water Authority  
(Name of Utility)

and acknowledged the execution of the foregoing contract on this 17 day of June  
2020.

Witness my hand and seal the said last day.

My Commission Expires 6/08/2026



Donna K. Dodds  
(Signature)

Donna K. Dodds  
(Printed or Typed) (Notary Public)  
Comm. no. 713276



**FOR:**

\_\_\_\_\_  
(Name of Local Public Agency)

**BY:**

**ATTEST:**

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Typed or Printed Name)

**ACKNOWLEDGEMENT**

State of Indiana, County of \_\_\_\_\_, SS:

Before me, the undersigned Notary Public in and for the County and State, personally  
appeared \_\_\_\_\_

and acknowledged the execution of the foregoing contract on this \_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_.

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(seal)

\_\_\_\_\_  
(Printed or Typed) (Notary Public)

This document prepared by: \_\_\_\_\_

East Lawrence Water Authority

Exhibit A

Date: 3/6/20

**Subject:**

Utility Relocation Work Plan for:	East Lawrence Water Authority
Facility Type:	Water

**Section 1: General Information**

**A. INDOT/LPA Project Information**

1. DES NO.:	1702958
2. Route Number:	Hunters Creek
3. Location:	From SR 446 to Tower Ridge Road
4. Work Type:	Road Reconstruction
5. Letting Date:	September 2, 2020
6. Date Work Plan Needed	January 20, 2020
7. Target Date for Utility to be out of conflict with INDOT Project	April 1, 2020 ASI 2012.01477
Intermediate Phase	N/A
Intermediate Phase	N/A

**B. Utility Designated Contact – Information**

1. Designated Contact Name:	Don Apple
2. Office telephone:	812-279-9562
3. Mobile telephone:	812-278-4838
4. Email address:	dapwater@hotmail.com
5. Agency name	East Lawrence Water Authority
6. Address:	1009 Crawford Dr.
7. City, State,	Bedford, IN 47421

# East Lawrence Water Authority

	Zip Code:	
8.	Construction Emergency Contact:	
	Name:	Don Apple
	Number:	812-279-9562

- C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative

Print Name

Date

**Note:** A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

## D. INDOT/LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Jeremy Ross
2.	Office Telephone:	317-547-5580
3.	Mobile Telephone:	317-493-6488
4.	Email Address:	jross@structurepoint.com
5.	Agency Name:	American Structurepoint
6.	Address:	9025 River Road Suite 200
7.	City, State, Zip Code	Indianapolis, IN 46240

## Section 2: A narrative description of the facility relocation that will be required. [IAC 13-3-3(c)]

- A. Describe what types of existing active and inactive facilities are present.

Active 2" and 3" water mains, water service lines, water meters and blow off valve are present within the limits of the project.

- B. Describe the location of existing active and inactive facilities.

An active 2" water main is located on the west side of Tanyard Road. An active 3" water main is located on the south side of Hunters Creek Road from Sta. 300+48 thru Sta. 354+00; thence continue northerly from Sta. 354+00 thru 361+00, an active water main is located on the north side of Hunters Creek Road.

East Lawrence Water Authority

- C. Describe what will be done with existing active and inactive facilities.

Existing water mains will be relocated. Once new facilities are active, old facilities will be retired in place. East Lawrence Water Authority does not have any inactive facilities within the project area.

- D. Describe the details of the proposed new facilities.

Existing 2" water main will be replaced with new 3" water main since IDEM does not allow 2" replacement. Existing 3" water main will be replaced with new 3" water main. Existing service lines will be replaced with new 1" service lines. Water meters will be reconnected or relocated.

- E. Describe the proposed location of the new facilities.

See attached preliminary plans for location of new facilities.

- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on <Enter Date Received Plans>

Signature of Utility Representative

Print Name

Date

**Note:** A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

East Lawrence Water Authority water main relocation is dependent upon acquisition of easements adjacent to the proposed right of way. The acquisition process has not yet begun.

Section 4: A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

East Lawrence Water Authority is not willing to allow the INDOT contractor to perform the required relocation work as part of the roadway project.

Section 5: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	30
B.	The expected lead time in calendar days to obtain materials:	30

# East Lawrence Water Authority

C.	The expected lead time in calendar days to schedule work crews:	30
D.	If the contractor is being selected by competitive bid what is the date of selection?	75 days after receipt of a reimbursable agreement
E.	The expected lead time in calendar days to obtain new property interests:	60
F.	The earliest date when the utility could begin to implement the pre-construction activities of the work plan:	Immediately after receipt of a reimbursable agreement
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	75

## Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]

- Utility A, with a description of the required work.

East Lawrence Water Authority facility relocation is not dependent on work to be completed by another utility.

- Utility B, with a description of the required work.

- Utility C, with a description of the required work.

- B. A statement whether the facility relocation is or is not dependent on work to be done by the department

## East Lawrence Water Authority

or the department's contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(iii)]

1. Work item A

INDOT must stake the right of way within the area of East Lawrence Water Authority's proposed work.

2. Work item B

3. Work item C

C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: 30

D. The number of calendar days to complete the relocation work: 60

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

See attached preliminary relocation plans.

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

See attached preliminary cost estimate.

Section 9: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]



East Lawrence Water Authority

To be provided.

Section 10: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A relocation permit from INDOT/LPA:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(Note: Double-click on box in Yes or NA to mark it with an "X")

Don Apple  
Signature of Utility Representative

3-6-2020  
Date

Don Apple  
Utility Representative Name Printed

INDOT/LPA use only below this point ----- INDOT/LPA use only below this point

INDOT/LPA use only below this point ----- INDOT/LPA use only below this point

[Type Header text or Logo]

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	No	Initials
(1.a) is compatible with department permit requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JJR
(1.b) is compatible with the project plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JJR
(1.c) is compatible with the construction schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JJR
(1.d) is compatible with other utility relocation work plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JJR
(2.a) has reasonable relocation scheme	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JJR
(2.b) has a reasonable cost for compensable work	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JJR

(Note: Double-click on box under Yes or No to mark it with an "X")

Comments on any sections (1.a – 2.b) that were marked No:



\_\_\_\_\_  
Utility Coordinator Signature

March 26, 2020

\_\_\_\_\_  
Date

Jeremy Ross

\_\_\_\_\_  
Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and found it acceptable.



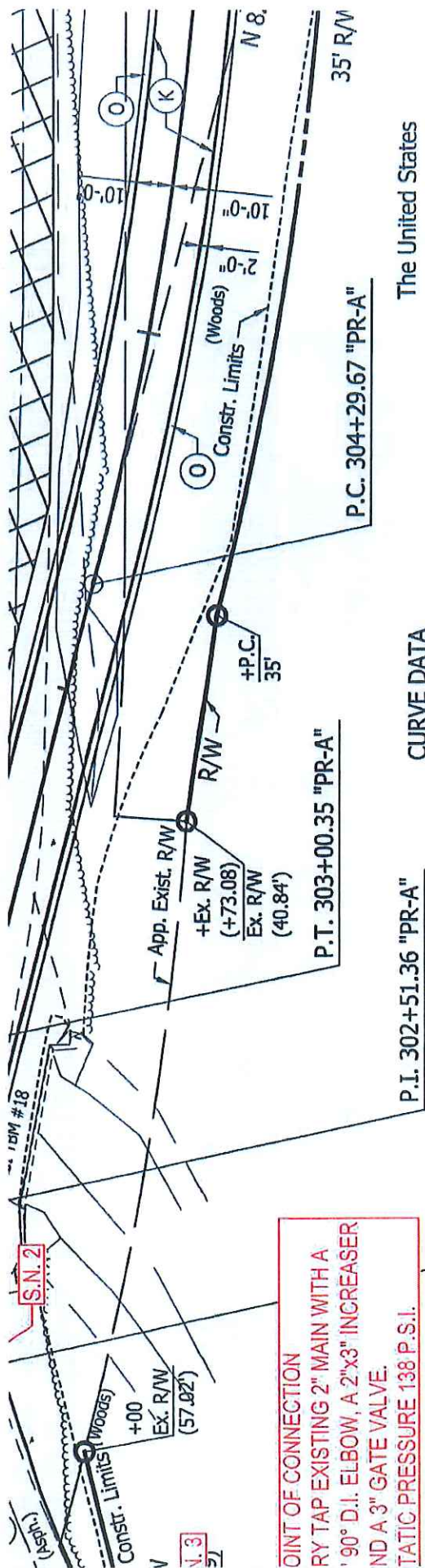
\_\_\_\_\_  
Project Manager Signature (LPA Project – ERC Signature)

March 24, 2020

\_\_\_\_\_  
Date







### CURVE DATA

P.I. Sta. 302+51.36 "PR-A"

$$\Delta = 1^{\circ} 22' 10'' \text{ (Lt.)}$$

$T = 49.00'$

$$L = 97.99'$$

**R = 4,100.00'**

 $E = 0.29$ 

S.E. = N.C.

P.I. 302+51.36 "PR-A"

P.C. 302+02.36 "PR-A"

302+42.20, 19.59', SIGN

303+58.44, 6.71', SIGN

SEC. 1, T 6 N, R 1 E  
PLEASANT RUN TOWNSHIP  
LAWRENCE COUNTY

P.V.I. 303+00.00

P.V.I. EL. 578.25

450.00' V.C.

BE ABANDONED  
CONNECTED

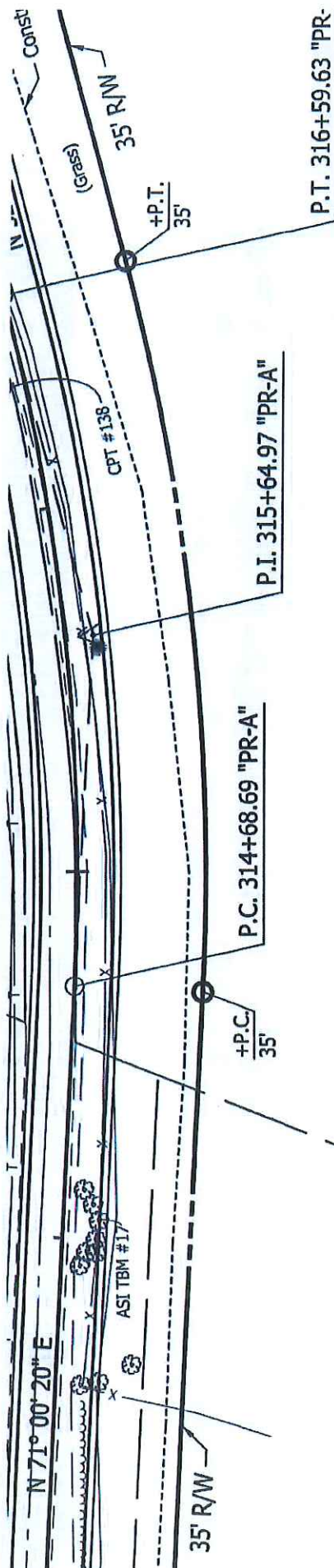
## FUNCTIONS OF PIPE

No. 1

Special "V" Ditch Req'd. Lt.

Existing Ground





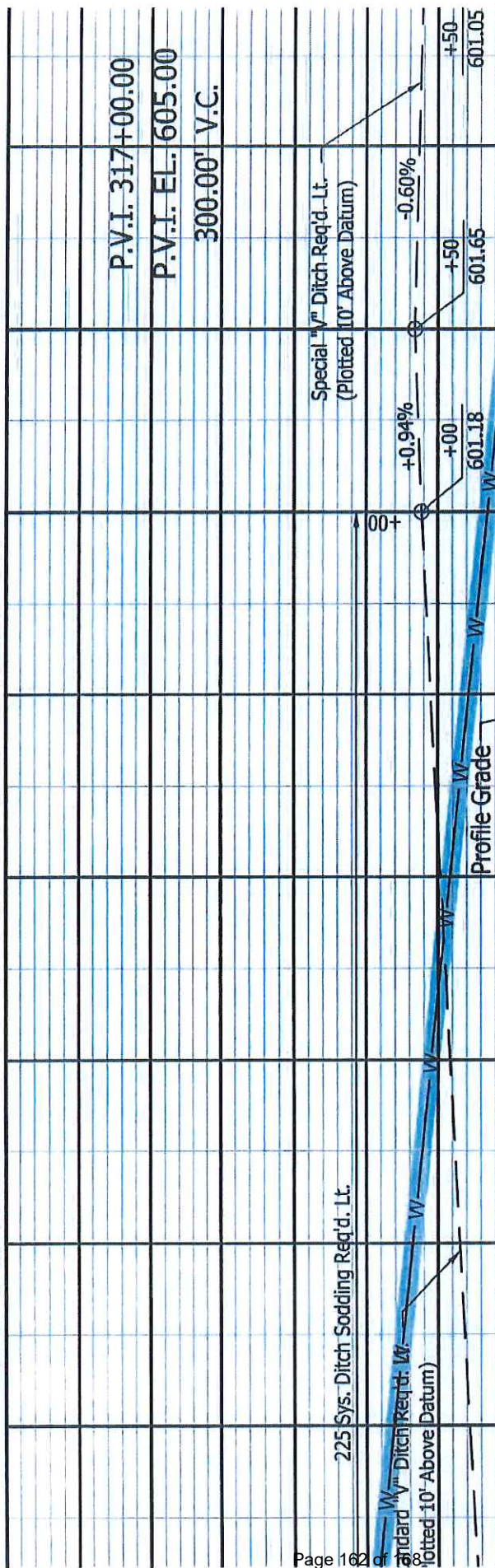
### CURVE DATA

P.I. Sta. 315+64.97 "PR-A"  
 $\Delta = 18^\circ 13' 58''$  (Lt.)  
 $T = 96.28'$   
 $L = 190.93'$   
 $R = 600.00'$   
 $E = 7.68'$   
 $S.E. = +5.2\%$

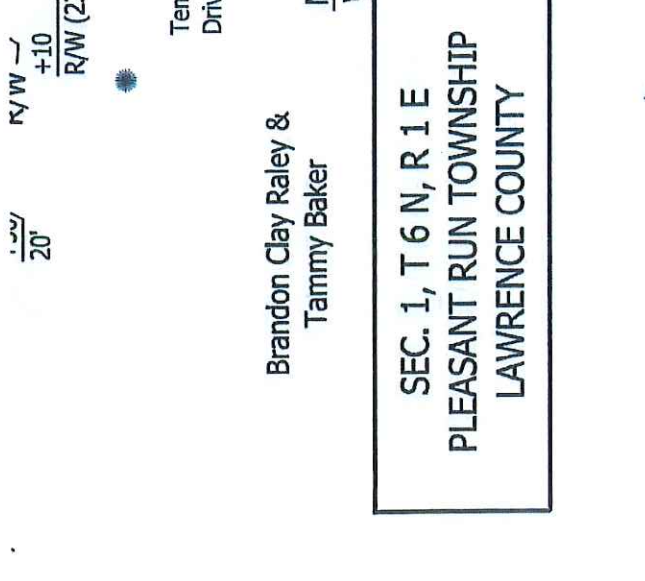
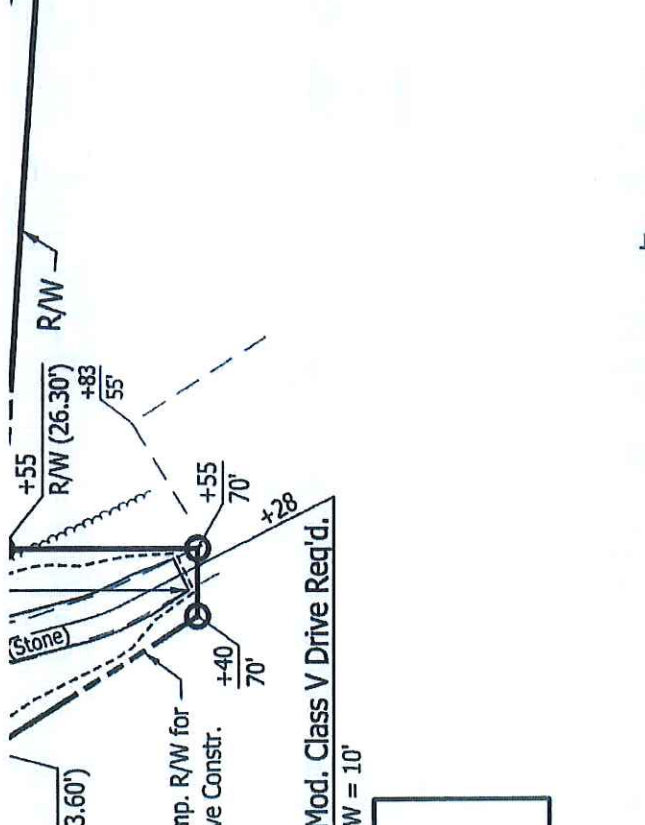
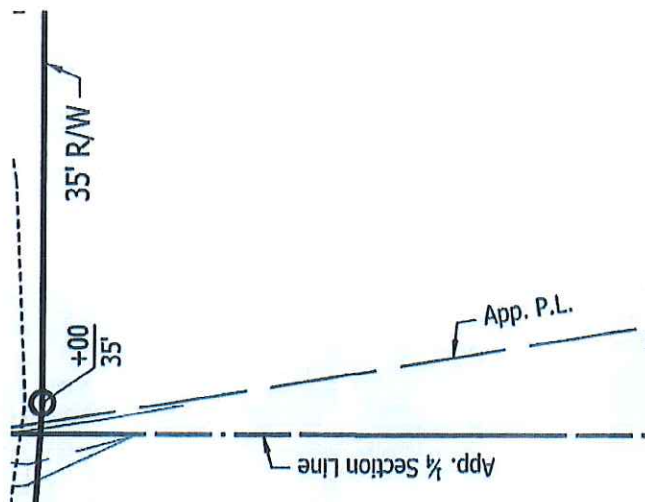
315+60.79, 8.59', PINE

313+60.13, 6.78', TREE  
 +61.12, 11.68', TREE  
 +66.29, 20.58', TREE  
 +92.61, 5.05', TREE  
 +96.25, 9.34', TREE  
 +96.39, 6.68', TREE  
 +99.93, 9.10', TREE  
 314+05.12, 9.69', TREE  
 +09.48, 7.88', TREE  
 +13.36, 5.20', TREE

PURPOSES ONLY







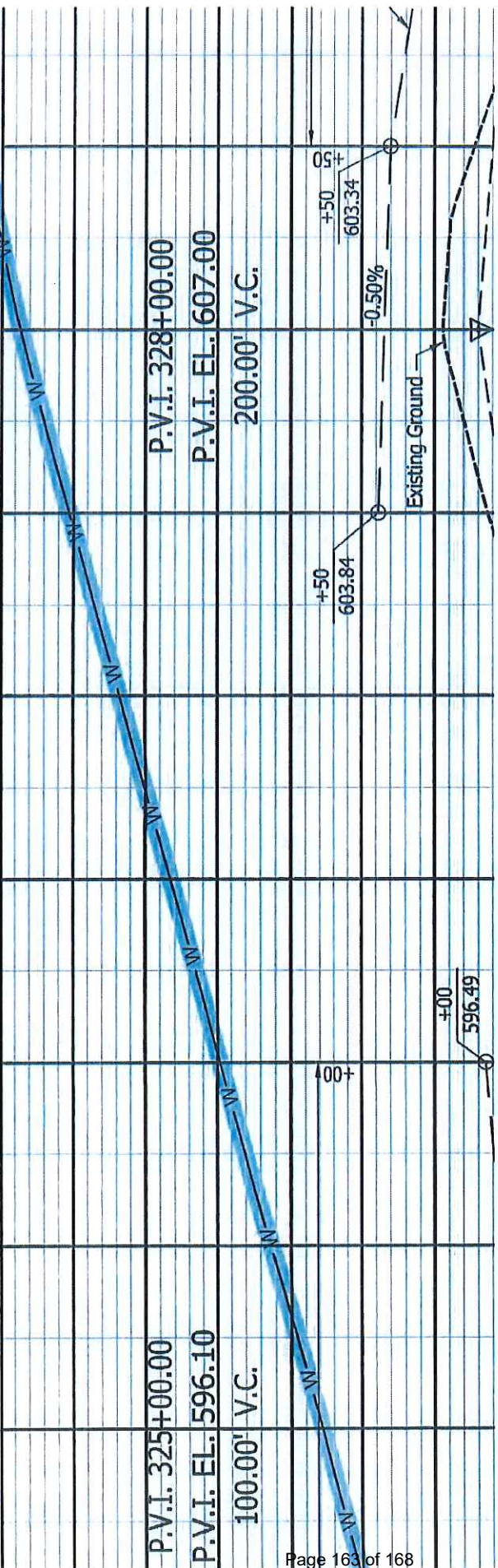
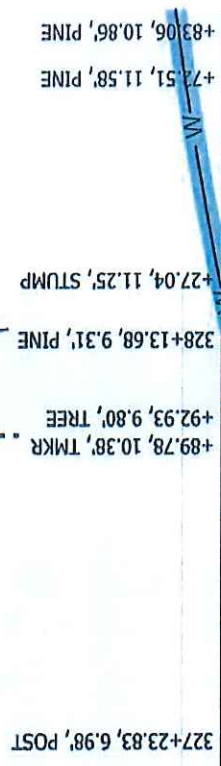
Brandon Clay Raley &  
Tammy Baker

Mod. Class V Drive Req'd.  
W = 10'

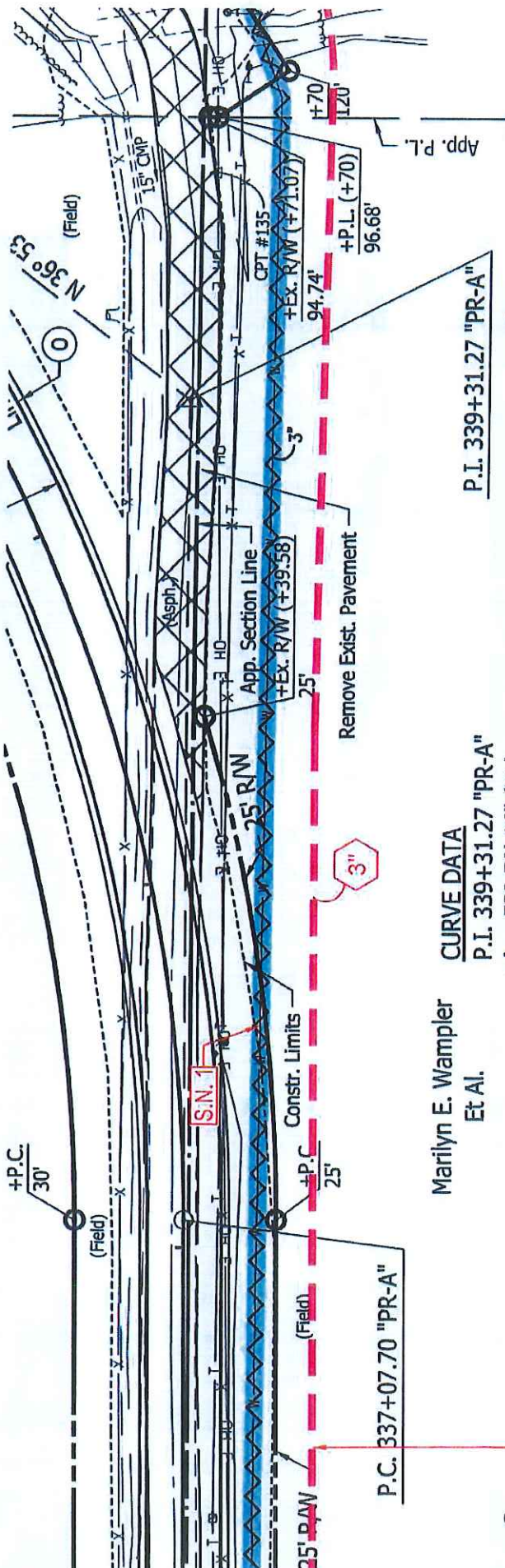
SEC. 1, T 6 N, R 1 E  
PLEASANT RUN TOWNSHIP  
LAWRENCE COUNTY

ST  
m  
ft

NOTE:  
THIS SHEET PROVIDED FOR INFORMATIONAL PURPOSES ONLY







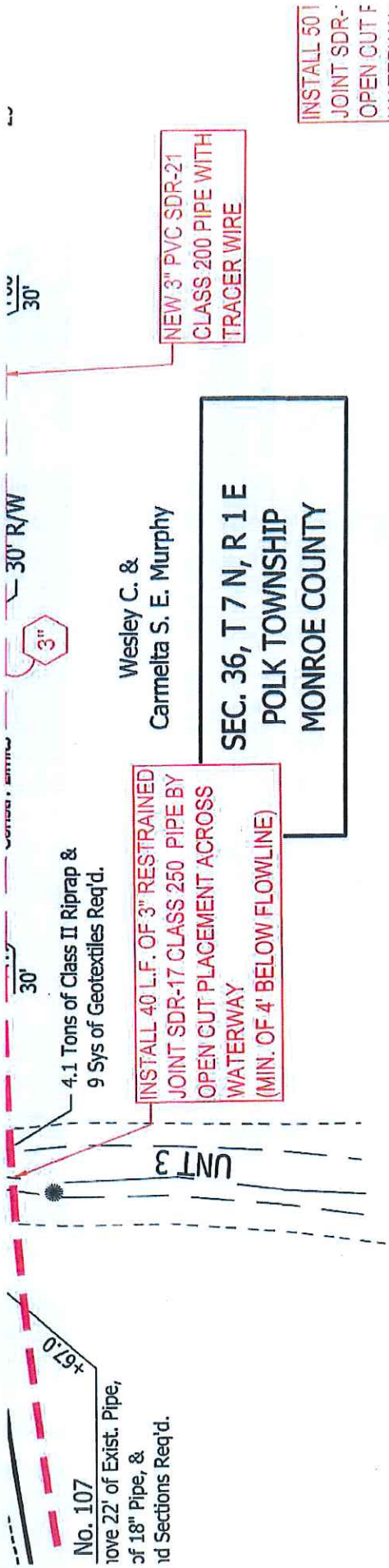
+72.91, 108.65, GW  
 +75.56, 111.17, TFP  
 +76.32, 111.18, TMKR  
 +88.35, 114.81, TRM  
 339+42.14, 45.91, STUMP  
 P.I. 339+31.27 "PR-A"  
 App. P.L.  
 +P.L. (+70) 96.68'  
 +Ex. R/W (+71.07) 94.74'  
 CPT #135  
 15' CMP  
 (Field)  
 N 36° 53'  
 0  
 3"  
 Remove Exist. Pavement  
 App. Section Line  
 +Ex. R/W (+39.58) 25'  
 25' R/W  
 (Field)  
 +P.C. 337+07.70 "PR-A"  
 +P.C. 339+31.27 "PR-A"  
 30'  
 (Field)  
 S.N. 1  
 Constr. Limits  
 25'  
 3"  
 CURVE DATA  
 P.I. 339+31.27 "PR-A"  
 $\Delta = 52^\circ 50' 16''$  (Lt.)  
 $T = 223.57'$   
 $L = 414.99'$   
 $R = 450.00'$   
 $E = 52.48'$   
 $S.E. = +5.8\%$   
 NEW 3" PVC SDR-21  
 CLASS 200 PIPE WITH  
 TRACER WIRE  
 +27.02, 8.04, TELPED  
 +337+52.08, 10.75, SIGN  
 +55.06, 13.02, PWP

Marilyn E. Wampler  
 Et Al.

### SPECIAL NOTES

1. EXISTING WATER MAIN TO REMAIN IN PLACE
2. EXISTING WATER MAIN AND EXISTING SERVICE LINE SHOWN AS CROSS HATCHED TO BE ABANDONED IN PLACE AFTER NEW WATER MAIN IS PUT INTO SERVICE AND EXISTING METERS ARE CONNECTED TO THE NEW WATER MAIN
3. CAP AND ABANDON EXISTING WATER MAIN ON BOTH LIVE AND ABANDONED SECTIONS OF PIPE
4. INSTALL A HYDRA-STOP
5. INSTALL A FLUSH HYDRANT WITH 3" GATE VALVE
6. EXISTING WATER METER TO BE RELOCATED AND RECONNECT TO WATER MAIN AND EXISTING SERVICE LINE WITH NEW 1" HDPE, DR-9 CL-200 CTS SERVICE LINE AND TRACER WIRE. CUT, CAP AND





4.1 Tons of Class II Riprap & 9 Sys of Geotextiles Req'd.

INSTALL 40 L.F. OF 3" RESTRAINED JOINT SDR-17 CLASS 250 PIPE BY OPEN CUT PLACEMENT ACROSS WATERWAY (MIN. OF 4' BELOW FLOWLINE)

Wesley C. & Carmelta S. E. Murphy

SEC. 36, T 7 N, R 1 E  
POLK TOWNSHIP  
MONROE COUNTY

NEW 3" PVC SDR-21 CLASS 200 PIPE WITH TRACER WIRE

INSTALL 50' JOINT SDR-17 OPEN CUT F WATERWAY (MIN. OF 4' E

345+59.69, 49.20', PINE  
+93.32, 7.96', STUMP  
346+78.04, 8.19', STUMP  
+91.96, 18.54', PWP  
347+85.34, 6.58', STUMP  
348+83.33, 6.58', TMKR

SPECIAL NOTES						
S.N. 1	EXISTING WATER MAIN TO REMAIN IN PLACE					
S.N. 2	EXISTING WATER MAIN AND EXISTING SERVICE LINE SHOWN AS OR IN PLACE AFTER NEW WATER MAIN IS PUT INTO SERVICE AND EXISTING SERVICE LINE TO THE NEW WATER MAIN					
S.N. 3	CUT, CAP AND ABANDON EXISTING WATER MAIN ON BOTH LIVE AND					
S.N. 4	INSTALL A HYDRA-STOP					
S.N. 5	INSTALL A FLUSH HYDRANT WITH 3" GATE VALVE					
S.N. 6	EXISTING WATER METER TO BE RELOCATED AND RECONNECT TO WATER MAIN WITH NEW 1" HDPE, DR-9 CL-200 CTS SERVICE LINE AND ABANDON EXISTING SERVICE LINE					
S.N. 7	EXISTING WATER SERVICE LINE TO BE RECONNECTED TO WATER MAIN AND TRACER WIRE. CUT, CAP AND ABANDON EXISTING SERVICE LINE					
87-Tons Revetment Riprap & 92 Sys. Geotextiles Req'd. Ditch Req'd. R.L.						
Special "V" Ditch Req'd. (Plotted 10' Above Ditch)						
Str. No. 107						







## Exhibit B

ESTIMATED PROJECT COSTS  
 INDOT PROJECT No. 1702958  
 HUNTERS CREEK ROAD PHASE II RECONSTRUCTION  
 FOR  
 EAST LAWRENCE WATER AUTHORITY  
 LAWRENCE AND MONROE COUNTIES, INDIANA  
 MARCH, 2020

**I. PROBABLE CONSTRUCTION COSTS**

ITEM No.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1.	3" PVC SDR-21 CL. 200 PIPE WITH TRACER WIRE	2,340 L.F.	\$30.00	\$70,200.00
2.	3" PVC SDR-17 CL. 250 PIPE WITH TRACER WIRE	180 L.F.	\$33.00	\$5,940.00
3.	3" RESTRAINED JOINT PVC SDR-17 CL. 250 PIPE WITH TRACER WIRE BY OPEN CUT PLACEMENT	200 L.F.	\$50.00	\$10,000.00
4.	12" CERTA LOK YELOMINE CASING BY BORING WITH 3" REST. JOINT PVC SDR-17 CL. 250 CARRIER PIPE, CASING SPACERS ON 8' CENTERS, END SEALS AND TRACER WIRE	110 L.F.	\$350.00	\$38,500.00
5.	WET TAP EXISTING 3" MAIN WITH A 3"x3"x3" STAINLESS STEEL TAPPING SLEEVE AND A 3" TAPPING GATE VALVE	2 EA.	\$3,800.00	\$7,600.00
6.	DRY TAP EXISTING 2" MAIN NEW 3" MAIN	2 EA.	\$2,500.00	\$5,000.00
7.	CUT AND CAP EX. WATER MAIN	4 EA.	\$1,100.00	\$4,400.00
8.	3" GATE VALVE WITH POLY. ENCASEMENT	2 EA.	\$1,000.00	\$2,000.00
9.	3" HYDRA-STOP LINE STOP	2 L.F.	\$3,750.00	\$7,500.00
10.	FLUSH HYDRANT WITH 3" GATE VALVE	2 EA.	\$3,500.00	\$7,000.00
11.	RECONNECT EX. WATER SERVICE LINE TO NEW SERVICE LINE	1 EA.	\$1,000.00	\$1,000.00
12.	RELOCATE EXISTING WATER METER & PIT AND CONNECT EXISTING WATER SERVICE LINE TO NEW WATER SERVICE LINE	2 EA.	\$1,250.00	\$2,500.00
13.	1" HDPE DR-9 CL. 200 CTS SERVICE LINE BY OPEN CUT	90 L.F.	\$20.00	\$1,800.00
14.	1" HDPE DR-9 CL. 200 CTS SERVICE LINE BY DIRECTIONAL BORE	200 L.F.	\$35.00	\$7,000.00
15.	SEEDING AND STRAWING	375 L.F.	\$3.00	\$1,125.00
16.	PRESSURE AND LEAKAGE TESTING OF WATER MAINS	2820 L.F.	\$1.00	\$2,820.00
17.	DISINFECTION OF WATER MAINS	2820 L.F.	\$1.00	\$2,820.00
18.	LINE LOCATION MARKERS	3 EA.	\$150.00	\$450.00
<b>TOTAL PROBABLE CONSTRUCTION COSTS</b>				<b>\$177,655.00</b>

## II. PROBABLE NON-CONSTRUCTION COSTS

A.	PROJECT DESIGN PRELIMINARY ENGINEERING	\$23,130.00
B.	R/W STAKING	\$2,500.00
C.	PROJECT CONSTRUCTION ENGINEERING & INSPECTION	\$33,380.00
D.	WATER COMPANY ADMINISTRATION, ADVERTISING, POSTAGE, SEC., WATER SUPT., ETC.	\$2,800.00
E.	RIGHT-OF-WAY ACQUISITION	\$9,870.00
F.	LABOR FOR RIGHT-OF-WAY ACQUISITION	\$5,000.00
G.	RECORDING FEES	\$2,000.00
H.	RIGHT-OF-WAY SURVEYS & DESCRIPTIONS	\$4,000.00
I.	PROPERTY/CROP DAMAGE	\$2,590.00
J.	ATTORNEY FEES	\$5,075.00
TOTAL PROBABLE NON-CONSTRUCTION COSTS		<u>\$90,345.00</u>

## III. PROBABLE PROJECT COSTS

A.	CONSTRUCTION	\$177,655.00
B.	NON-CONSTRUCTION	<u>\$90,345.00</u>
TOTAL PROBABLE PROJECT COSTS		<u><u>\$268,000.00</u></u>