



**MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA
JULY 22, 2020
10:00 am
VIA ZOOM**

You can choose to turn off your video feed, and in fact, doing so does help with people who are connecting via slow ISP connections. To do so, right click on your video feed and left click on, I believe, Start/Stop video. In addition, if you want your audio feed to default to muted, press ALT+A and it will mute you, you can then push to talk using the space bar. You can also go to the link on the County website:

<https://www.co.monroe.in.us/egov/apps/document/center.egov?view=item;id=10017>

And click on the link information

<https://monroecounty-in.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUwV3RoeDFldG5GUT09>

Meeting ID: 843 5333 7265 Password: 162537 Dial by your location +1 312 626 6799 US (Chicago)

- I. CALL TO ORDER BY COMMISSIONER THOMAS**
- II. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS**
- III. DEPARTMENT UPDATES**
- IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**
- V. APPROVAL OF MINUTES**
 - JULY 15, 2020
- VI. APPROVAL OF CLAIMS DOCKET**
 - ACCOUNTS PAYABLE – JULY 22, 2020
- VII. REPORTS**
 - Greg May, MS, EdD – STRIDE Center

VIII. NEW BUSINESS

- A. MOVE TO APPROVE: BLEDSOE RIGGERT COOPER & JAMES AGREEMENT FOR LIMESTONE GREENWAY. 7**
FUND NAME: 2017 GO BOND FUND NUMBER: 4810-47151
AMOUNT: \$7,330
Executive Summary: This agreement will allow BRCJ to preform design, bidding and construction support services for the Limestone Greenway. This project will address the shoulder stabilization and erosion problem and add safety fencing along the Greenway.
Kelli Witmer, Parks & Recreation
- B. MOVE TO APPROVE: DEE OWENS AGREEMENT FOR CARES REIMBURSEMENT ADMINISTRATION. 19**
FUND NAME: COUNTY GENERAL FUND NUMBER: 1000
AMOUNT: \$70,000
Executive Summary: Monroe County has been allocated Cares Funding for reimbursement of funds expended due to the COVID-19 Health Emergency. The County is the reporting entity for County Government, local business community, social service organizations, and other County taxing units. This agreement is for administration of that process.
Jeff Cockerill, Attorney
- C. MOVE TO APPROVE: HARRELL FISH AGREEMENT FOR JUSTICE BUILDING. 23**
FUND NAME: CUMULATIVE CAPITAL FUND NUMBER: 1138
AMOUNT: \$24,500
Executive Summary: The Justice building has three water heaters and 2 of them have died. The proposal from HFI provides for a boiler system that will be more efficient than the current water heater system.
Angie Purdie, Commissioners' Administrator
- D. MOVE TO APPROVE: INDOT AGREEMENT FOR HUNTERS CREEK ROAD PROJECT. 26**
FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169
AMOUNT: \$5,614.01
Executive Summary: This agreement is for project coordination for the Hunters Creek Rd project. There are remaining funds that can be allocated to the project, however the original contract has expired. This is to renew the contract to use the remaining funds for project construction PH II & III.
Lisa Ridge, Highway

E. MOVE TO APPROVE: BEAM, LONGEST & NEFF AGREEMENT FOR RECONSTRUCTION OF BRIDGE #308, ROCKPORT ROAD.

48

FUND NAME: CUMULATIVE BRIDGE

FUND NUMBER: 1135

AMOUNT: \$320,700

Executive Summary: This agreement is for the design of Bridge #308 on Rockport Road. The construction year is FY2025 and is an 80/20 split with INDOT.

Lisa Ridge, Highway.

IX. APPOINTMENTS

X. ANNOUNCEMENTS

XI. ADJOURNMENT

***The Board of Commissioners minutes will be in summary format during the Local Declaration of Emergency and the Governor's Executive Orders. Verbatim minutes will return when we are able to return to our normal practices.**



**MONROE COUNTY BOARD OF COMMISSIONERS'
MINUTES SUMMARY*
JULY 15, 2020
10:00 am
Meeting connection VIA ZOOM**

Community Access Television Services (CATS) provides a public access recording of this meeting in its entirety and is free to view online at www.catstv.net.

- I. CALL TO ORDER BY COMMISSIONER THOMAS**
- II. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES**
- III. DEPARTMENT UPDATES**
 - Health – Allison Moore on behalf of Penny Caudill
 - Emergency Management – Allison Moore
 - Highway – Lisa Ridge
- IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**
 - Christine Conrad – County resident
 - Jim Shelton – CASA
 - Randy Paul – County resident
 - Alex Goodlad- County resident
 - Janna Arthur – County resident
 - Jason Hodge – County resident
 - Nathan Mutchler – County resident
- V. APPROVAL OF MINUTES**
 - MARCH 11, 2020
 - JULY 8, 2020

Jones made motion to approve. Githens seconded.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

VI. APPROVAL OF CLAIMS DOCKET

- ACCOUNTS PAYABLE – JULY 15, 2020
- PAYROLL – JULY 17, 2020

Jones made motion to approve. Githens seconded
Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

VII. REPORTS

- CLERK OF CIRCUIT COURT – MAY 2020
- TREASURER – JUNE 2020
- TRAFFIC/ROAD UPDATES

VIII. NEW BUSINESS

A. MOVE TO APPROVE: FEMA ANNUAL SALARY REIMBURSEMENT GRANT.

FUND NAME: COUNTY GENERAL FUND NUMBER: 1000
GRANT AMOUNT: \$47,782.50

Jones made motion to approve. Githens seconded.

Public Comment – None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

B. MOVE TO APPROVE: 2020 PROPOSED CARES GRANTEEES BY CATEGORY.

FUND NAME: DRUG FREE COMMUNITY FUND NUMBER: 1148
AMOUNT: \$49,726.50

Steve Malone, CARES Board

Jones made motion to approve. Githens seconded.

Public Comment – None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

C. MOVE TO APPROVE: ADULT PROTECTIVE SERVICES CONTRACT.

FUND NAME: ADULT PROTECTIVE SERVICES

FUND NUMBER: 8131-9821

GRANT AMOUNT: \$272,987.91

Jones made motion to approve. Githens seconded.

Public Comment – None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

D. MOVE TO APPROVE: INDIANA UNIVERSITY PROPOSAL FOR EMPLOYEE TRAINING.

FUND NAME: COUNTY GENERAL

FUND NUMBER: 1000

AMOUNT: \$1,200 PER EMPLOYEE

Jones made motion to approve. Githens seconded.

Public Comment – Nichelle Whitney

Githens made motion to continue to a future meeting. Jones seconded.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

E. MOVE TO APPROVE: ORDINANCE 2020-32; AMENDING MONROE COUNTY CODE CHAPTER 270 CREATING THE VETERANS AFFAIRS DONATION FUND.

FUND NAME: VETERANS AFFAIRS DONATION

FUND NUMBER: 4114

AMOUNT: N/A

Jones made motion to approve. Githens seconded.

Public Comment – None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

F. MOVE TO APPROVE: HARRELL FISH INC. AGREEMENT FOR SURVEYOR'S OFFICE.

FUND NAME: CUMULATIVE CAPITAL

FUND NUMBER: 1138-42250

AMOUNT: \$9,275

Jones made motion to approve. Githens seconded.

Public Comment – None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

G. MOVE TO APPROVE: RATIFICATION OF FEDERAL GRANT PUBLIC HEALTH EMERGENCY PREPAREDNESS.

FUND NAME: N/A FUND NUMBER: N/A GRANT AMOUNT: \$31,895

Jones made motion to approve. Githens seconded.

Public Comment – None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

H. MOVE TO APPROVE: AGREEMENT WITH BLOOMINGTON/MONROE COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO).

**FUND NAME: MOTOR VEHICLE HIGHWAY FUND NUMBER: 1176
AMOUNT: \$ 22,000**

Jones made motion to approve. Githens seconded.

Public Comment – None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

I. MOVE TO APPROVE: ORDINANCE 2020-31; AMEND MONROE COUNTY CODE CHAPTER 755; USE OF AND WORK WITHIN A COUNTY RIGHT-OF-WAY.

FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A

Jones made motion to approve. Githens seconded.

Public Comment – None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

J. MOVE TO APPROVE: AGREEMENT WITH FINANCIAL SOLUTIONS GROUP, INC (FSG) FOR STORMWATER RATE REPORT.

FUND NAME: STORMWATER FUND NUMBER: 1197 AMOUNT: NOT TO EXCEED \$10,000

Thomas made motion to approve. Githens seconded.

Public Comment – None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

IX. APPOINTMENTS

- None

X. ANNOUNCEMENTS

- The Stride Coalition, a nonprofit organization, will have a ribbon cutting ceremony for the new Monroe County Crisis Diversion Center, located in the basement of the county parking garage, on Monday, July 20, 2020 at 3pm via live stream on Cook Medical's Facebook page <https://www.facebook.com/cookmedical>. To learn more about the Stride Coalition and the Crisis Diversion Center visit their website www.stridecoalition.org.
- Monroe County Government Buildings are open **BY APPOINTMENT ONLY**. You can contact the offices by phone or email. **FACE COVERINGS ARE REQUIRED** when entering MCG buildings. Face covering will be provided to you if you need them.
- All Boards and Commission meeting have resumed and are being held via Zoom. Also, still accepting applications for all Boards and Commission. You can view and fill out an application on the County web site www.co.monroe.in.us
- Monroe County Commissioners are sponsoring a **BLOOD DRIVE**, Tuesday, July 28, 2020, from 10am to 3pm, at the Monroe County Convention Center Conference Room, 302 S. College Ave.
This is **BY APPOINTMENT ONLY**. Contact the Red Cross to schedule your appointment at 1.800.733.2767.
- Local businesses and organizations can pick up free "**No Shirt, No Shoes, No Mask, No Service**" window clings at the [Bloomington Chamber of Commerce, 421 W 6th Street, Downtown Bloomington, Inc., 302 S College Ave.](#) or by calling the Commissioner's office at 812.250.2550. Pick up your window cling on **Tuesday & Thursday's from 10 – Noon and 1 – 3 pm.**
- Next Commissioners' Meeting; Wednesday, July 22, 2020 at 10am via Zoom.

XI. ADJOURNMENT

***The Board of Commissioners minutes will be in summary format during the Local Declaration of Emergency and the Governor's Executive Orders. Verbatim minutes will return when we are able to return to our normal practices.**

The minute's summary of the July 15, 2020 Board of Commissioners' meeting were approved on, July 22, 2020.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens

Penny Githens

Attest:

Catherine Smith, Auditor

***The Board of Commissioners minutes will be in summary format during the Local Declaration of Emergency and the Governor's Executive Orders. Verbatim minutes will return when we are able to return to our normal practices.**

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: July 22, 2020

Item for Formal Meeting? [checked] (Ex: Routine items, continuing grants)

OR

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

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

Bledsoe Riggert Cooper and James Service Agreement for the Limestone Greenway

Vendor #

226

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: 2017 GO Capital Project

Fund Number: 4810 - 47151

Amount: \$7,330.00

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

Executive Summary:

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

Person Presenting: Kelli Wiltmer

Department: Parks & Recreation

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

Attorney who reviewed: Margie Rice

Submitted by: Kelli Wiltmer

Date: 03-11-2020

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

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

Agreement for Services

Agreement made the 22 day of July 2020, between Bledsoe Riggert Cooper and James ("Contractor") and the Monroe County Board of Commissioners ("Commissioners"). The Contractor and Commissioners mutually agree as follows:

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

The following terms shall apply:

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

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

2. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the negligence of the Board or its employees.
3. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
4. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

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

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

In the event that Contractor discriminates as stated herein, it is agreed that a penalty equal to the sum of five dollars (\$5.00) per person, per day of discrimination, may be deducted from the amount of compensation due Contractor under this Agreement. Should a second, or subsequent violation occur, said second or subsequent occurrence may be considered a material breach and this Agreement may be terminated and all monies due, or to become due hereunder, may be forfeited.

6. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations. Contractor shall indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
- Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
 - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
7. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
8. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
9. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

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



William S. Riggert, PE
Bledsoe Riggert Cooper James

03.11.2020

Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this 22 day of July, 2020, pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

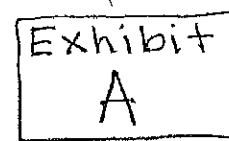
Lee Jones, Vice President

Penny Githens

Penny Githens

ATTEST:

Catherine Smith, Auditor



July 25, 2019

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

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

Dear Commissioners,

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

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

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

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

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

SCOPE OF SERVICES

A. CIVIL ENGINEERING

1. Shoulder Stabilization & Widening

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

2. Safety Railing

a. Design:

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

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

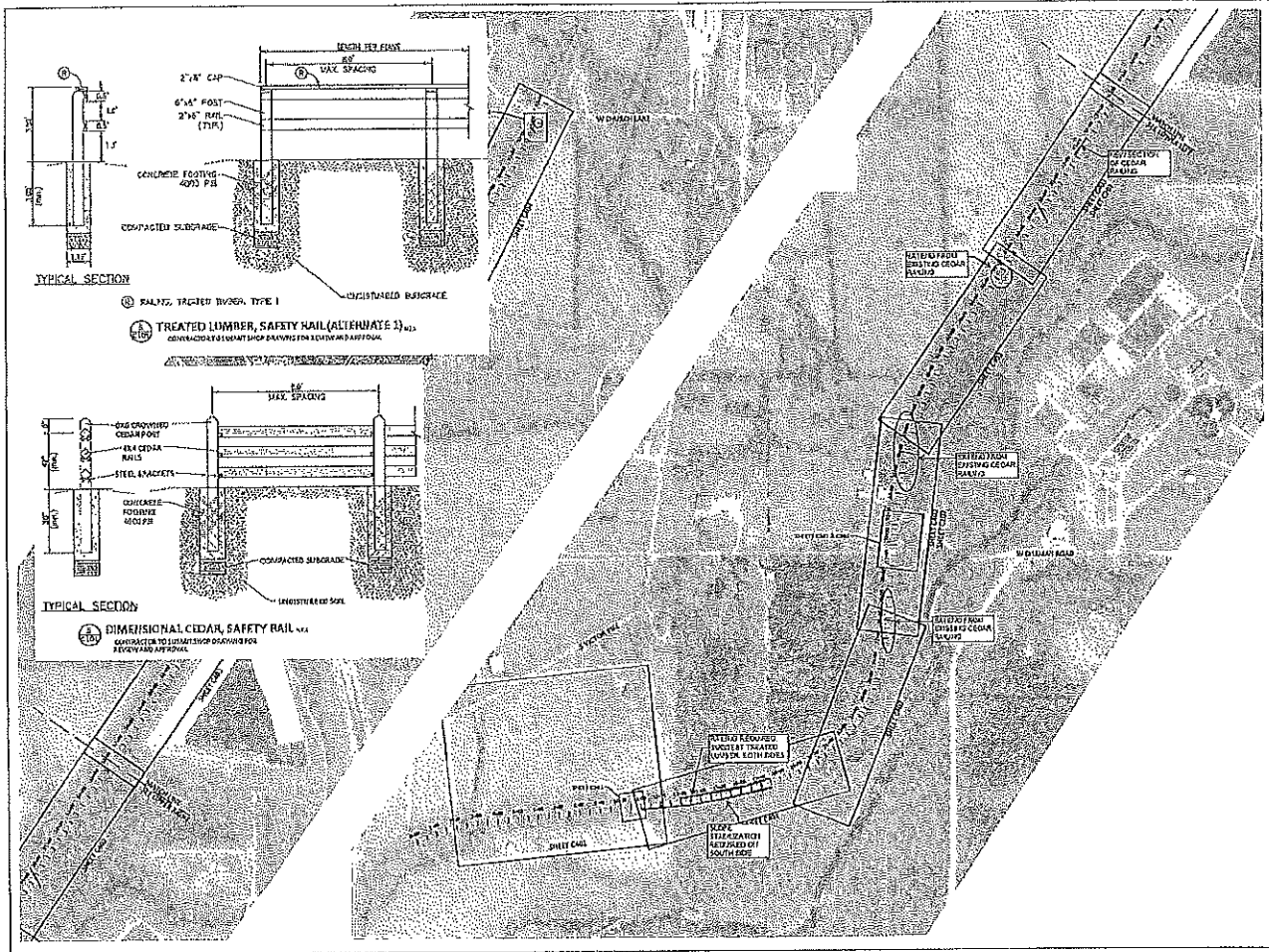
B. ADDITIONAL SERVICES

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

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

C. ADDITIONAL PROVISIONS AND ASSUMPTIONS

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



BRO
 Building Report Cooper James
 1121 N. W. 10th St. #202
 Boca Raton, FL 33431
 Phone: 561-333-3333
 Fax: 561-333-3333
 www.bro.com

Monroe County
 Parks & Recreation

JEFFREY L. SMITH
 PROFESSIONAL ENGINEER
 No. 00012345

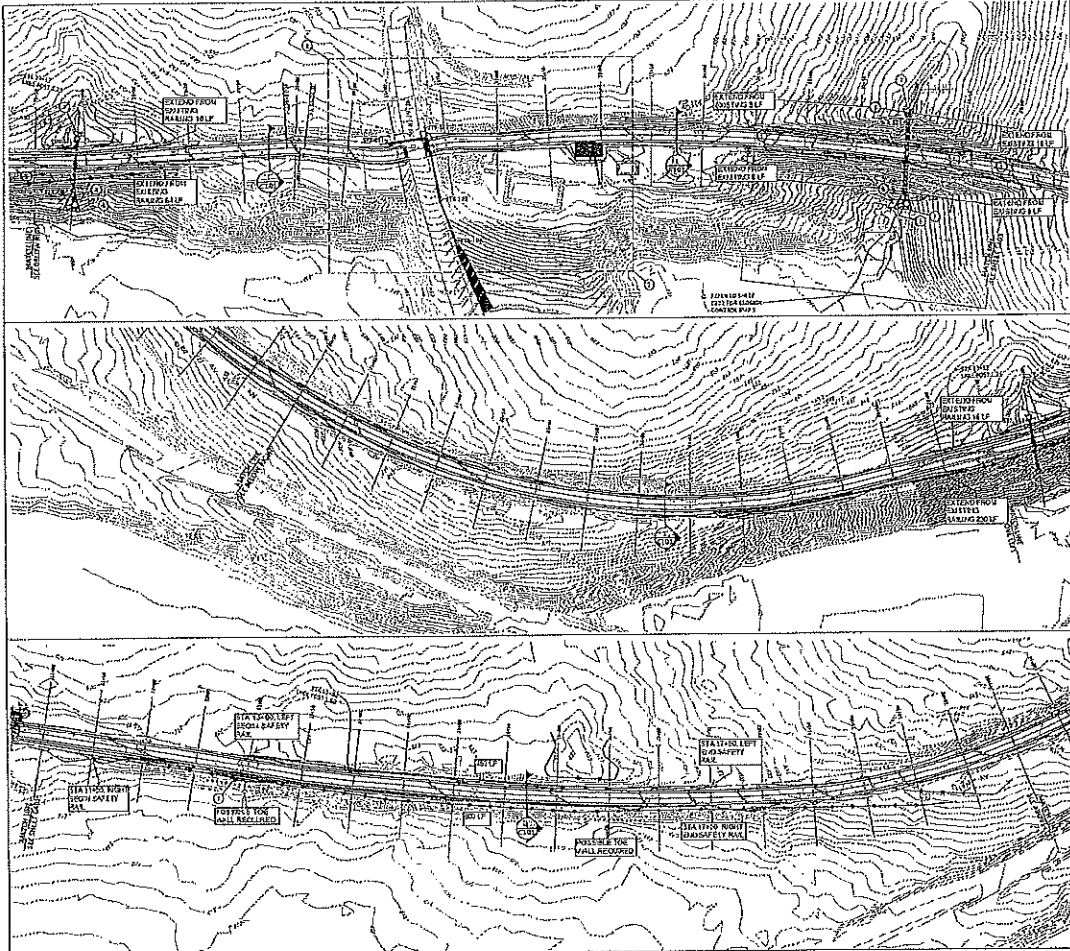
LIMESTONE GREENWAY
TRAIL PROJECT
 MONROE COUNTY PARKS & RECREATION
 521 N. MONROE STREET, PALM BEECH
 PALM BEACH, FLORIDA 33401
 PROJECT NUMBER: 11234

KEY PLAN

DATE PLOT: 01/15/2013

Drawn by: JLS
 Checked by: JLS
 Date: 1/15/13

C300



GENERAL NOTES

1. THE TRAIL ALIGNMENT IS SHOWN BY A SOLID LINE WITH DASHES.
2. THE TRAIL WIDTH IS SHOWN BY A DASHED LINE WITH DASHES.
3. THE TRAIL CENTERLINE IS SHOWN BY A DASHED LINE WITH DASHES.
4. THE TRAIL ALIGNMENT IS TO BE CONSTRUCTED AS SHOWN ON THIS PLAN.
5. THE TRAIL WIDTH IS TO BE MAINTAINED AS SHOWN ON THIS PLAN.
6. THE TRAIL CENTERLINE IS TO BE MAINTAINED AS SHOWN ON THIS PLAN.
7. THE TRAIL ALIGNMENT IS TO BE CONSTRUCTED AS SHOWN ON THIS PLAN.
8. THE TRAIL WIDTH IS TO BE MAINTAINED AS SHOWN ON THIS PLAN.
9. THE TRAIL CENTERLINE IS TO BE MAINTAINED AS SHOWN ON THIS PLAN.
10. THE TRAIL ALIGNMENT IS TO BE CONSTRUCTED AS SHOWN ON THIS PLAN.
11. THE TRAIL WIDTH IS TO BE MAINTAINED AS SHOWN ON THIS PLAN.
12. THE TRAIL CENTERLINE IS TO BE MAINTAINED AS SHOWN ON THIS PLAN.

PLAN NOTES

1. THE TRAIL ALIGNMENT IS SHOWN BY A SOLID LINE WITH DASHES.
2. THE TRAIL WIDTH IS SHOWN BY A DASHED LINE WITH DASHES.
3. THE TRAIL CENTERLINE IS SHOWN BY A DASHED LINE WITH DASHES.
4. THE TRAIL ALIGNMENT IS TO BE CONSTRUCTED AS SHOWN ON THIS PLAN.
5. THE TRAIL WIDTH IS TO BE MAINTAINED AS SHOWN ON THIS PLAN.
6. THE TRAIL CENTERLINE IS TO BE MAINTAINED AS SHOWN ON THIS PLAN.
7. THE TRAIL ALIGNMENT IS TO BE CONSTRUCTED AS SHOWN ON THIS PLAN.
8. THE TRAIL WIDTH IS TO BE MAINTAINED AS SHOWN ON THIS PLAN.
9. THE TRAIL CENTERLINE IS TO BE MAINTAINED AS SHOWN ON THIS PLAN.
10. THE TRAIL ALIGNMENT IS TO BE CONSTRUCTED AS SHOWN ON THIS PLAN.
11. THE TRAIL WIDTH IS TO BE MAINTAINED AS SHOWN ON THIS PLAN.
12. THE TRAIL CENTERLINE IS TO BE MAINTAINED AS SHOWN ON THIS PLAN.

LEGEND

- TRAIL ALIGNMENT
- TRAIL WIDTH
- TRAIL CENTERLINE
- EXISTING TRAIL
- PROPOSED TRAIL
- EROSION CONTROL
- TRAIL ALIGNMENT
- TRAIL WIDTH
- TRAIL CENTERLINE
- EXISTING TRAIL
- PROPOSED TRAIL
- EROSION CONTROL

EROSION CONTROL LEGEND

- EROSION CONTROL
- TRAIL ALIGNMENT
- TRAIL WIDTH
- TRAIL CENTERLINE
- EXISTING TRAIL
- PROPOSED TRAIL
- EROSION CONTROL

BRCU
 BROWN COUNTY
 ENGINEERING & ARCHITECTURE, INC.
 1111 West 17th Street
 Bowling Green, OH 43403
 Phone: 419-845-1111
 Fax: 419-845-1112
 www.brcu.com

Monroe County Parks & Recreation

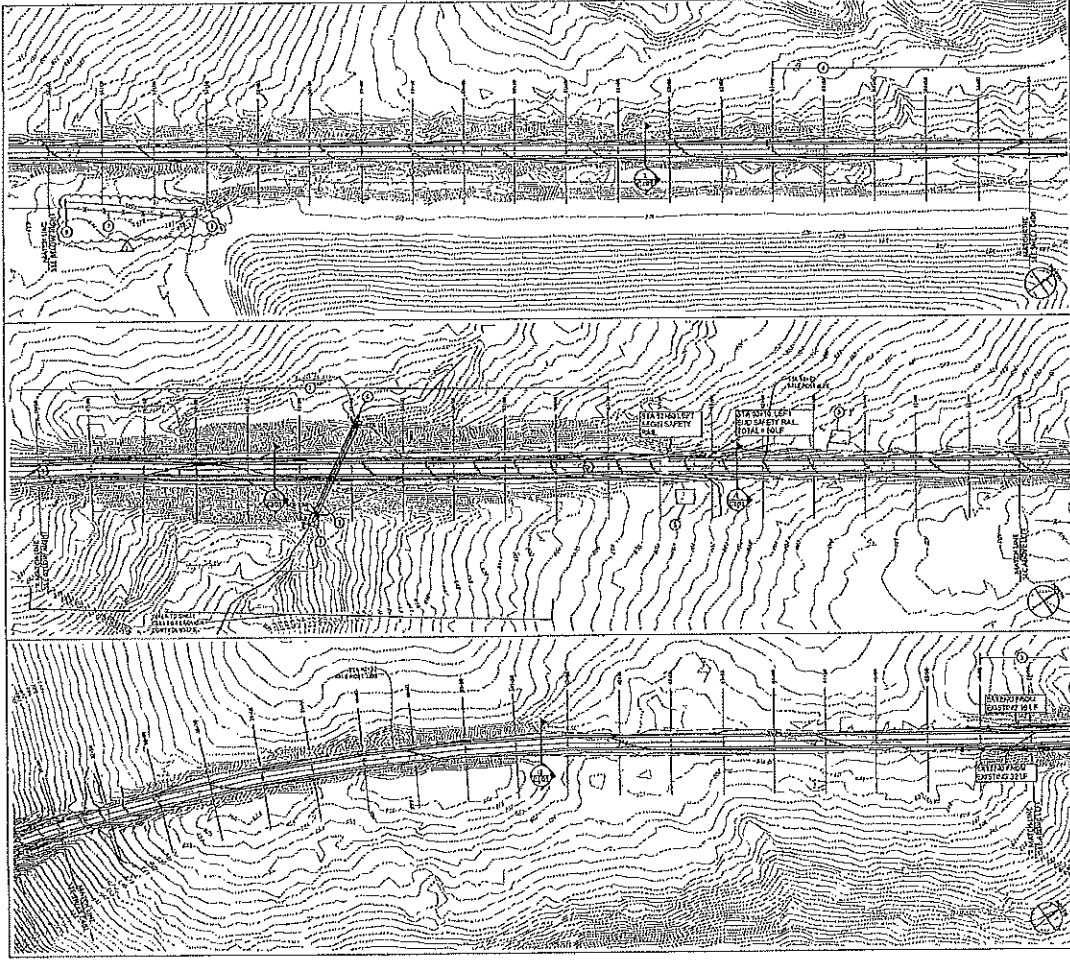
LIMESTONE GREENWAY TRAIL PROJECT
 MONROE COUNTY PARKS & RECREATION
 1215 North Main Street, Suite 100
 Mount Vernon, OH 43040

BRCU Project No. 0933
 SITE IMPROVEMENT PLAN
 STA 113+00 - 116+00

Scale: 1" = 40'

Drawn By: [Name]
 Checked By: [Name]
 Date: [Date]

Sheet No. C402



GENERAL NOTES

1. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

PLAN NOTES

1. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

LEGEND

- EXISTING TRAIL
- PROPOSED TRAIL
- EXISTING TRAIL
- PROPOSED TRAIL
- EXISTING TRAIL
- PROPOSED TRAIL
- EXISTING TRAIL
- PROPOSED TRAIL
- EXISTING TRAIL
- PROPOSED TRAIL

EROSION CONTROL LEGEND

- EROSION CONTROL MEASURES
- EROSION CONTROL MEASURES
- EROSION CONTROL MEASURES
- EROSION CONTROL MEASURES
- EROSION CONTROL MEASURES
- EROSION CONTROL MEASURES
- EROSION CONTROL MEASURES
- EROSION CONTROL MEASURES
- EROSION CONTROL MEASURES
- EROSION CONTROL MEASURES

BRC
 BROWN COUNTY
 3331 W. 17th St.
 Marshfield, WI 54449
 Phone: 715.425.4321
 Fax: 715.425.4322
 www.brcwi.com

**Monroe County
 Parks & Recreation**

**LANGSTON GREENWAY
 TRAIL PROJECT**
 MONROE COUNTY PARKS & RECREATION
 100 W. MONROE ST., SUITE 100
 MARSHFIELD, WI 54449

**SITE IMPROVEMENT PLAN
 37400 - 65100**

SCALE: 1" = 10'

DATE: JUNE 2019
 PROJECT: 37400 - 65100

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 DRAWN BY: [Name]

C403

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



FEE SCHEDULE
 (Effective July 1, 2018)

HOURLY RATES

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

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: July 22, 2020

Item for Formal Meeting? [X] (Ex: Routine items, continuing grants)

OR

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

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

Contract with Dee Owens for Cares Reimbursement Administration

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: General Fund

Fund Number: 1000

Amount: \$70,000

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 has been allocated Cares Funding for reimbursement of funds expended due to the COVID-19 Health Emergency. The County is the reporting entity for County Government, local business community, social service organizations, and other County taxing units. This agreement is for administration of that process.

Person Presenting: Jeff Cockerill

Department: Legal

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

Attorney who reviewed: Jeff Cockerill

Submitted by: Jeff Cockerill

Date: 7/17/2020

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

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

COVID-19 REIMBURSEMENT ADMINISTRATION CONTRACT

Agreement made the 22 day of July, 2020, between Dee Owens, ("Contractor") and Board of Commissioners of Monroe County ("Board"). The Contractor and Board mutually agree as follows:

1. **Project.** The undersigned Contractor, shall provide work as outlined in Exhibit A. Generally, to oversee the County CARES and FEMA reimbursement program.
2. **Term.** Work shall be completed before December 15, 2020. Contractor shall work with the County Administrator and County Auditor's office.
3. **Cost.** The total cost of the work shall be a \$35,000. Contractor shall be paid in 5 monthly installments of \$7,000 with the final installment due before December 31, 2020.
4. **Equipment and VPN Access.** The County shall provide a County email and a county laptop with VPN access to contractor. Contractor shall comply with the County policies regarding equipment and computer usage.
5. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
6. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
7. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of its employees.
8. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

9. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
- Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
 - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
 - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
10. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
11. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
12. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

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

Dee Owens
"Contractor"

Board of Commissioners of Monroe County
"Board"

_____ by _____

Date _____

ATTEST: July 22, 2020

Catherine Smith, Auditor

EXHIBIT A

CARES Grant Program Administrator

\$35,000 from July 1 – December 31, 2020

Interface and support local business community, social service organizations, County taxing units, and Monroe County Government, specific to reimbursement from CARES funds

Follow the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Guidance for State, Territorial, and Tribal Governments as well as the Office of Management and Budgets (OMB) Uniform Guidance with assistance from County Legal and per mandates of the State

Create written guidance about eligible reimbursable expenses for local business entities and other units of government

Collaborate with County Emergency Management Director to distinguish between Stafford Act and CARES Act reimbursement conditions and coverages

Retrieve reimbursement applications from the County website, communicate as necessary with the requesting entity, and provide information to the Auditor for submission to the State and reimbursement to the requestor, as approved

Review County expenses marked as COVID19 and provide information to the Auditor for submission to the State, as approved

Ensure requests for reimbursement have appropriate supporting documents, including dated receipts demonstrating a direct relationship to COVID19 within the allowed time frame

Populate a searchable database with submissions for reimbursement which includes:

- Name of the business/government unit
- Amount of request for reimbursement
- Purpose of expenditure (must be COVID19-related)
- Receipt(s) with date of purchase and vendor name
- Date reimbursement received and amount
- Rationale if full reimbursement not paid to requestor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: _____

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

Vendor #

All Grants must complete the following

If new vendor, enter 'NEW'

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: _____

Amount Received

Federal Program: _____

Federal: _____

CFDA # _____

State: _____

Federal Award Number and Year: _____

Local Match:

Or other identifying number

Total Received:

Pass Through Entity _____

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:

Person Presenting: _____

Department: _____

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

Attorney who reviewed: _____

Submitted by: _____

Date: _____

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

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

Ordinance 2020-33

Monroe County BOARD OF COMMISSIONERS Executive Order To Enforce Monroe County Public Health Order and Regulation

Come now the Monroe County Board of Commissioners (“Commissioners”) who, through Monroe County Code 305, put in place a penalty for failing to comply with Monroe County Health Board Regulations. The Monroe County Health Board issued a Regulation to take effect on July 22, 2020, regarding mask use, a copy of which is attached hereto and incorporated herein as Exhibit A; and state the following:

WHEREAS, in order to maintain the public’s health during the COVID-19 health emergency, on July 17, 2020, the Monroe County Health Officer issued a Health Order concerning the use of Masks by the public, a copy of which is attached as Exhibit B; and

WHEREAS, both the Health Officer Order and the Health Board Regulations allows for law enforcement officers, including the Sheriff’s Department, to enforce the regulations; and,

WHEREAS, the Commissioners fully support the Health Officer and Health Boards actions and wish to slow the spread of COVID-19 so that the community can continue progress towards recovery from the Statewide shutdown; and,

WHEREAS, Indiana Code 36-2-2-15 (d) states that the County Sheriff shall execute orders of the Monroe County Board of Commissioners, upon request; and

WHEREAS, the Commissioners request, direct, and order the enforcement of this Executive Order and Regulation and Chapter 305 of the Monroe County Code by the Monroe County Sheriff.

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

Section 1. Chapter 305 of the Monroe County Code

Through the authority granted to the Monroe County Commissioners (“Commissioners”) and the Monroe County Sheriff (“Sheriff”) by various provisions of state and local law, including but not limited to Indiana Codes 36-2-2 et seq. and 36-2-13 et seq., and Monroe County Code Chapter 305, the Commissioners request, direct, and order the Monroe County Sheriff to execute the Order and Regulation by enforcing this Order, during the course of their duty.

Section 2. Commissioners’ Intent

It is the Commissioners intent to keep Monroe County residents and visitors safe and healthy, while continue progress towards recovery from the statewide shutdown. In addition, the Commissioners intent enforcement of the Health Order and Regulation be done while responding to calls for other issues, and that the Sheriff’s department role would be first an education and offering mask or other face covering, only under refusal that any violation be issue, and that those violation be issued in the amount recommended by the Health Officer and Health Board.

Section 3. Effective Date and Severability

This Ordinance takes effect upon passage by Monroe County Board of Commissioners. Any subsequent legal or administrative action which may be necessary for the furtherance of this Ordinance is hereby authorized. Should any provision of this Ordinance be found unenforceable or invalid, the remaining portions remain in effect.

Ordinance 2020-29 is hereby approved this 22nd day of July 2020, by the Board of Commissioners of Monroe County, Indiana.

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Member

Penny Githens, Member

ATTEST: _____, Catherine Smith, Auditor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: July 22, 2020

Item for Formal Meeting? [checked] (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

Approve contract with HFI Mechanical and Building Solutions

Vendor #

014295

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: Cumulative Capital

Fund Number: 1138

Amount: \$24,500

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:

The Justice building has three water heaters and 2 of them have died. The proposal from HFI provides for a boiler system that will be more efficient and cost less to run.

Person Presenting: Angie Purdie

Department: BOC

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

Attorney who reviewed: Jeff Cockerill

Submitted by: Angie Purdie

Date: 7/17/2020

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

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



June 12, 2020

Mr. David Gardner
Monroe County Commissioners
100 West Kirkwood Avenue
Bloomington, IN 47404

RE: Water Heater Replacement

Dear David:

Harrell-Fish, Inc. will provide all necessary labor and material to complete the following scope of work for the proposed price of **\$24,500.00**.

Add \$2,000.00 to the above price to include the installation of two (2) ASME domestic hot water storage tanks.

Inclusions:

1. Isolate piping to existing water heater.
2. Furnish and install one (1) new Armor water heater.
3. Furnish and install two (2) new 119-gallon Lochinvar hot water storage tanks.
4. Furnish and install all necessary domestic water piping between new water heater and storage tanks.
5. Furnish and install all necessary gas piping to new water heater.
6. Furnish and install all necessary condensate piping from water heater to drain.
7. Furnish and install all necessary electrical material to power new water heater.
8. Furnish and install all necessary material to connect new water heater to the existing flue and combustion air piping.
9. Leak check piping.
10. Fill system.
11. Startup.
12. Clean up.

Exclusions:

1. Sales Tax.
2. Overtime/Shift Work.

2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402
812-339-2579 www.harrell-fish.com



Please note that payment with credit card will incur a 3% charge added to the quoted price. Please note that this proposal is valid for 30 days. If accepted after 30 days, this proposal may require revision. Thank you for the opportunity to work with you on this project. Please let me know if you have any questions or concerns.

Sincerely,

Harrell-Fish, Inc.

Aaron Wagoner

Aaron Wagoner
Account Manager

Approved By: _____

Sign and Date

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 7/22/2020

Item for Formal Meeting? [X]
(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 Hunters Creek Road Project

Vendor #

If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes [X]

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown [X]

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 #1297633

Amount Received

Federal: \$4,678.34

State: []

Local Match: \$935.67

Total Received: \$5,614.01

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

Fund Name: Local Road and Street

Fund Number 1169

Amount: \$5,614.01

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 project coordination for the Hunters Creek Road project. There are remaining funds that can be allocated to the project, however the original contract had expired. This is to renew the contract to use the remaining funds for the project construction of Phase II and III.

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: July 15, 2020

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

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT

EDS #: A249-21-L200104

Des. No.: 1297633

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 PARTIES had previously entered into an agreement under EDS #A249-13-320164A on November 17, 2012, and Supplement #1 on January 27, 2015, then entered into another agreement under EDS #A249-17-L160142 on October 12, 2016 (hereinafter collectively the "Agreement"); and

WHEREAS, the Agreement has expired, but the project has not yet been completed, and the PARTIES believe it is in the best interests of the citizens of the State of Indiana to complete the project; 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

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. PARTIES acknowledge that funds in the amount of **\$736,621.30** have been expended toward completion of the project. The maximum amount of federal funds originally allocated to the Project is **\$741,299.64**. The remaining balance of the federal fund allocation for the Project is **\$4,678.34**, which shall be made in accordance with Section VI.R. for the completion of the project.

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, 2019 and June 30, 2020**, 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, 2020 and June 30, 2022**, 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. Authority to Bind LPA. The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

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

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

F. Compliance with Laws.

1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.
2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.

3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LPA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
5. The LPA warrants that the LPA and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
6. As required by IC §5-22-3-7:
 - (1) The LPA and any principals of the LPA certify that:
 - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - i. IC §24-4.7 [Telephone Solicitation Of Consumers];
 - ii. IC §24-5-12 [Telephone Solicitations]; or
 - iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];
 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
 - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

G. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

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

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

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

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

I. Disputes.

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

4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

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

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the LPA certifies and agrees that it will provide a drug-free workplace by:

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 LPA'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 LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
3. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
5. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action

against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

K. Employment Eligibility Verification.

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

1. The LPA shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and do not employ any employees.
2. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.
3. The LPA shall require its contractors, who perform work under this Contract, to certify to the LPA that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The LPA agrees to maintain this certification throughout the duration of the term of a contract with a contractor.

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

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

- M. Funding Cancellation Clause.** As required by Financial Management Circular 2007-1 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

- N. Governing Laws.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

- O. Indemnification.** The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees,

individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

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

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

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

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

Q. Non-Discrimination.

1. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

2. INDOT is a recipient of federal funds, and therefore, where applicable, the LPA and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

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

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

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
- a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
 - d. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by

the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

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

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

- T. Pollution Control Requirements. If this Contract is for \$100,000 or more, the LPA:
 1. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and

3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.
- U. **Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- V. **Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

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

[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**

Julie Thomas, BOC President
Print or type name and title

Executed by:
_____(FOR)
Joseph McGuinness, Commissioner

Signature and date

Date: _____

Lee Jones, Vice President
Print or type name and title

Department of Administration

Signature and date

Lesley A. Crane, Commissioner

Penny Githens, 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 Signature and Date

Approved as to Form and Legality:
_____(FOR)
Curtis T. Hill, Jr., Attorney General of Indiana

Date: _____

This instrument prepared by:

Brenda Fox
July 9, 2020

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: 1297633
Program: Federal Lands Access Program
Type of Project: Road Reconstruction (3R/4R standards)
Location: Hunters Creek Road

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

Road reconstruction on Hunters Creek Road, 2.85 miles east of SR 446 to 0.35 mile south of Tower Ridge 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/) 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 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. 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.
3. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
4. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment 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.
5. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
6. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
7. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
8. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
9. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
10. 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

Project Costs.

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

Preliminary Engineering or
 Right-of-Way or
 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 remaining balance of the maximum amount of federal funds allocated to the project is **\$4,678.34**.
- D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- F. If the Program 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.
- G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment 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.
- H. 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.

I. 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.

II.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: 7/22/2020

Item for Formal Meeting? [x]
(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 Beam, Longest and Neff, L.L.C. for the reconstruction of Bridge #308, Rockport Road.

Vendor #

If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes [x]

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown [x]

Up Front Payment []

County IS Pass Through []

Federal Agency: INDOT

Federal Program: Transportation

CFDA # 20.205

Federal Award Number and Year: FY2025

Or other identifying number

Pass Through Entity Des #1902772

Amount Received

Federal: \$256,560.00

State:

Local Match: \$64,140.00

Total Received: \$320,700.00

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

Fund Name: Cumulative Bridge

Fund Number 1135

Amount: \$320,700.00

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:

The agreement is for the design of Bridge #308 on Rockport Road. The construction year is FY2025. The project is an 80/20 split with INDOT.

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: July 20, 2020

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

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

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of July 22, 2020 ("Effective Date") by and between Monroe County Board of Commissioners, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Beam, Longest and Neff, L.L.C ("the CONSULTANT"), [a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: 1902772

Project Description: Replacement of Monroe County Bridge No. 308 Rockport Road over Branch of Clear Creek

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be 2023. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$320,700.00.

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

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

7. **Compliance with Laws.**

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

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

9. **Confidentiality of LPA Information.**

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

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

11. **DBE Requirements.**

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

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

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

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

12. **Non-Discrimination.**

A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

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

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

C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.

D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).

E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)

F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

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

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

13. **Disputes.**

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

14. **Drug-Free Workplace Certification.**

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

Notices to the LPA shall be sent to:

Lisa Ridge, Highway Director
Monroe County Highway Department
501 N. Morton St., Room 216
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

James B. Longest, President
8320 Craig Street
Indianapolis, IN 46250

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

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

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

35. Termination for Default.

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

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

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

CONSULTANT

MONROE COUNTY BOARD OF COMMISSIONERS

Signature

Signature

James B. Longest, President

(Print or type name and title)

Julie Thomas, Commissioner

(Print or type name and title)

Signature

Lee Jones, Commissioner

(Print or type name and title)

Attest:

Signature

Signature

Penny Githens, Commissioner

(Print or type name and title)

Pat Murphy, Project Coordinator

(Print or type name and title)

Attest:

Signature

Catherine Smith, Auditor

APPENDIX "A"

Services to be furnished by CONSULTANT:

1. Route Survey
 - 1.1 Perform the fieldwork as required for the route survey.
 - 1.2 Furnish a determination of all existing right-of-way and apparent property lines and to show same on plans.
 - 1.3 Prepare and record the route survey plat.
2. Environmental
 - 2.1 Develop and document a Categorical Exclusion (CE) as falling within the guidelines of the Council on Environmental Quality regulations implementing NEPA (40 CFR 1500-1508) and FHWA regulations (23 CFR 771). Documentation as a CE includes performing services in accordance with Section 106 of the National Historic Preservation Act and Section 4(f) of the Department of Transportation Act.
 - 2.2 The following items shall be considered a change in the scope of work and cause for a supplemental agreement:
 - 2.2.1 Preparation of an Environmental Assessment/Finding Of No Significant Impact (EA/FONSI) or an Environmental Impact Statement (EIS)
 - 2.2.2 Phase I archaeological subsurface reconnaissance
 - 2.2.3 Phase II hazardous materials site investigation
 - 2.2.4 Hazardous materials remediation plan
 - 2.2.5 Wetland mitigation design
 - 2.2.6 Encroachment upon historic sites, publicly owned park and recreation lands, wildlife and waterfront refuges
 - 2.2.7 A finding of an adverse effect in accordance with Section 106 of the National Historic Preservation Act
 - 2.2.8 A formal public hearing
 - 2.3 Prepare a Waters of the US Report for the Project.
3. Bridge Design
 - 3.1 Make preliminary investigations, design studies leading to the preparation of a preliminary general plan or plans, and approximate estimates of cost.
 - 3.2 Make final plans to appropriate scale, with geometric computations to be precise for field layout, specifications and estimates of construction cost.

- 3.3 Furnish properly referenced horizontal and vertical control points throughout the Project.
- 3.4 Furnish a determination of all required right-of-way and to show same on plans.
- 3.5 Perform an MEPDG Pavement Design for Rockport Road. It is assumed that one (1) pavement design will be required for the Project.
4. Soils Investigation and Report
 - 4.1 Obtain the necessary borings and substructure explorations, and the analysis thereof, in connection with the Project.
 - 4.2 Borings shall extend sufficiently in depth to obtain characteristic data for the proper design of the Project.
5. Right-of-Way Engineering
 - 5.1 Provide last deed of record and/or title searches (as required) for each parcel involved with right-of-way acquisition.
 - 5.2 Furnish right-of-way parcel plats for each parcel involved with right-of-way acquisition.
 - 5.3 Furnish metes and bounds legal descriptions for acquisitions required for the Project.
 - 5.4 Provide one set of right-of-way acquisition plans.
 - 5.5 Prepare a Plat One for the Project.
 - 5.6 Provide in the field a stake-out locating the new right-of-way line for the partial takings included in the parcels. The stake-out shall be made using wooden hubs located at appropriate points indicating the right-of-way, easements or right-of-entry for the Project.
 - 5.7 Upload completed Right-of-Way Engineering packets into LRS.
6. General
 - 6.1 Prepare applications and documents to assist the LPA in obtaining permits as required from various governmental agencies. It is anticipated that one (1) IDEM 401 Permit, one (1) USACOE 404 Permit and one (1) Rule 5 Permit will be required.
 - 6.2 Coordinate with utilities, prepare utility reimbursement agreements (if necessary) and perform utility coordination during construction as required by INDOT on a federal aid project.

- 6.3 Meet with the LPA or its representatives, when requested or necessary for consultation or conference. It is anticipated that approximately two (2) client coordination meetings will be required.
- 6.4 Gather data, perform field inspections and document the results in an Asbestos Inspection Report.
7. The CONSULTANT shall review the contract bid package and coordinate any necessary corrections with the Technical Services Division.
8. Following the award of the construction Contract, the CONSULTANT will be responsible for attending the pre-construction meeting(s) (conferences). During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries shall be made only by persons designated by LPA to interpret the plans and Contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by persons other than LPA's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.
9. If during the construction phase it is determined that unforeseen or unusual conditions arise, the CONSULTANT shall revise the plans based on the current conditions.
10. If requested by the LPA, the CONSULTANT will have the CONSULTANT's project designer attend and participate in (1) a workshop with employees of the LPA, INDOT, contractor, subcontractors, etc. to develop a statement of goals, and (2) follow-up meetings.
11. In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

APPENDIX "B"

Information and Services to be furnished by LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Assist the CONSULTANT in obtaining property owner information, deeds, plans of adjacent developments, section corner information and any other pertinent information necessary to perform the Services under the Agreement.
2. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
3. Specifications and standard drawings applicable to the project
4. Plans of existing structures within the project limits, if available
5. All written views pertinent to the location and environmental studies that are received by the LPA
6. Traffic assignments
7. Available data from the transportation planning process
8. Utility plans available to the LPA covering utility facilities, the location of signals and underground conduits throughout the affected areas
9. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
10. All legal services as may be required for the development of the Project.
11. Provide access, at no expense to the CONSULTANT, to LPA'S officers and/or staff, to all available information pertinent to the Project and the use of such information as appropriate in the accomplishment of the Services.
12. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

APPENDIX "C"

Schedule:

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

1. The services by the CONSULTANT shall be completed within 1,095 calendar days after receipt of a notice to proceed, exclusive of review time by other agencies and pending acquisition of proposed right-of-way.
2. The CONSULTANT will keep the tracings until a time four months prior to a scheduled letting.
3. Construction Changes
 - a. Questions, clarifications, or corrections requested by LPA Construction personnel regarding the interpretation of the CONSULTANT's plans shall be addressed by the CONSULTANT within a reasonable period of time from the CONSULTANT's receipt of LPA's request.
 - b. Modifications to the plans during the construction phase due to unforeseen or unusual conditions shall be made within a reasonable period of time following receipt by the CONSULTANT of LPA's notice to proceed.

APPENDIX "D"

Compensation:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$320,700.00, (Sections A.1, A.2, A.3, A.4, A.5, A.6 and A.7 - \$310,700.00, Section A.8, A.9 and A.10 - \$10,000.00), unless a supplement is executed by the parties which increases the maximum amount payable.
2. The CONSULTANT shall be paid for the work performed under this Contract on a lump sum basis in accordance with the following schedule:
 - a. Survey \$ 34,800.00
 - b. Categorical Exclusion \$ 31,200.00
 - c. Waters of the US Report \$ 8,800.00
 - d. Bridge Design and Plans \$138,700.00
 - e. MEPDG Pavement Design \$ 8,100.00

The CONSULTANT shall not be paid for any service performed by LPA or not required to develop this project.

3. Amount of Payment (Geotechnical Services)

- A. The CONSULTANT shall receive as payment for the work performed under this contract related to Geotechnical Services based on the specific cost per unit multiplied by the actual units of work performed.
 1. Geotechnical boring and sampling, as set out herein, will be paid for in accordance with Attachment D-1.
 2. The amount of \$20,603.00 is an estimate of the cost which the CONSULTANT will incur in fulfilling the requirements of Item 4 of Appendix "A". The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$22,700.00 unless and until a supplemental agreement is executed.

4. Compensate the CONSULTANT for the Services under Appendix "A", Item 5 (Right-of-Way Engineering and Services), based on the specific cost per unit multiplied by the actual units of work performed in accordance with the following schedule. The schedule shall be renegotiated should the completion of the work extend beyond 24 months from the date of the execution of the Agreement.

<u>Item</u>	<u>Cost</u>
Right-of-Way Engineering	
Abstracting	
-20 year Residential Title Search (5 Reports)	\$ 405.00 per report
-20 year Commercial Title Search (0 Report)	\$ 430.00 per report
-20 year Agricultural Title Search (3 Reports)	\$ 430.00 per report
-Title Updates (8 Reports)	\$ 205.00 per report
R/W Plans (4 Parcels)	\$ 540.00 per parcel
Legal Descriptions (12 Descriptions)	\$1,080.00 per description
Parcel Plats (4 Parcels)	\$ 820.00 per parcel
R/W Staking (4 Parcels)	\$1,130.00 per parcel
Plat One (1 each)	\$1,400.00
Upload to LRS (4 Parcels)	\$ 150.00 per parcel

Due to the nature of the Project, an exact fee cannot be determined; however, it is estimated that approximately twenty nine thousand nine hundred dollars (\$29,900.00) will be required to complete Right-of-Way Engineering. The CONSULTANT will contact the LPA when 80% of the fee has been expended. A determination will be made at that time if the fees are sufficient to complete the Project. The CONSULTANT is to be compensated monthly.

5. For the services required in accordance with Section A.6 of Appendix "A", funding will be encumbered in an amount not to exceed \$36,000.00, and the CONSULTANT will receive payment for the work in accordance with Section B.3 of Appendix "D".
6. If services are required in accordance with Sections A.8, A.9 and A.10 of Appendix "A", funding will be encumbered in an amount not to exceed

\$10,000.00, and the CONSULTANT will receive payment for the work in accordance with Section B.3 of Appendix "D".

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice vouchers shall be submitted to:

Lisa Ridge, Highway Director
Monroe County Highway Department
501 N. Morton St., Room 216
Bloomington, IN 47404

The invoice vouchers shall represent the value, to LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.2 of this Appendix, including percentage completed and prior payments.

If LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 1 of this Contract or the CONSULTANT's last known address.

2. LPA, for and in consideration of the rendering of the engineering services provided for in Appendix "A", except Sections A.6, A.8, A.9 and A.10, agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:
 - a. For each pay item, and upon receipt of invoices from the CONSULTANT and the approval thereof by LPA, payments covering the work performed shall be due and payable to the CONSULTANT, such payments to be equal to an amount arrived at by multiplying the percentage of the specified work performed by the fee heretofore set forth. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
 - b. Upon approval by LPA, after submittal of the completed work, a sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under Section B.2.a of this Appendix "D", shall be due and payable to the CONSULTANT.

3. LPA, for and in consideration of the rendering of the engineering services provided for in Sections A.6, A.8, A.9 and A.10 of Appendix "A", agrees to pay the CONSULTANT in the following manner:

- a. For those services performed by the CONSULTANT, the CONSULTANT will be paid on the basis of actual hours of work performed by essential personnel exclusively on this Contract at the direct salary and wages of each employee, PLUS a provisional overhead rate acceptable to LPA's Division of Accounting and Control, PLUS profit, PLUS direct non-salary costs as approved by LPA. Profit will only be applied to direct salary and wages plus applicable overhead.

Each employee's reimbursable direct charge rate will be limited to \$71.21/hour. Direct non-salary costs shall be the actual out-of-pocket expenses of the CONSULTANT directly attributable to this contract, such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.; however, the direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current LPA policy on travel reimbursement. Profit shall equal 15.0 percent of the direct salary and wages PLUS overhead expenses attributable to this contract. The CONSULTANT shall adjust the provisional overhead rate on the invoice subsequent to receipt of a new overhead rate from LPA's Division of Accounting and Control, except that LPA shall adjust this rate at the time of final payment to a rate representative of actual payroll burden and general overhead costs as determined by audit and approved by LPA. The overhead rate shall be determined by LPA's Division of Accounting and Control in accordance with generally accepted government auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR subpart 31.2.

- b. Payment shall be made monthly to the CONSULTANT upon submission to LPA of an invoice. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on the project during the month, number of hours worked on the project, and the hourly rate. No allowance shall be made for overtime premium wages unless authorized in advance by LPA.
- c. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and the portion of the fixed fee completed by the CONSULTANT is within five percent (5%) of the maximum amount payable, all work shall

cease and the status will be evaluated. The work will not resume until an adjusted maximum amount payable has been determined and a supplement executed to cover the increased cost.

FEE SUMMARY

• Survey	\$ 34,800.00
• Categorical Exclusion	\$ 31,200.00
• Waters of the US Report	\$ 8,800.00
• Bridge Design	\$138,700.00
• MEPDG Pavement Design	\$ 8,100.00
• Geotechnical (Actual Cost)	\$ 22,700.00
• Permits, Utility Coordination, Meetings Asbestos Inspection (Hourly NTE)	\$ 36,500.00
• Right-of-Way Engineering (Per Unit)	\$ 29,900.00
• Construction Phase Services (Hourly NTE)	<u>\$ 10,000.00</u>
Total	\$320,700.00

ATTACHMENT D-1

Fee Schedule

Des. No.:
 Project: Monroe County Bridge 308
 Location: Rockport Road over Clear Creek, Monroe County, IN
 CTL Proposal No.: 20050079INDP

Item Description	Quantity	Unit	Unit Price	Total
<u>GEOTECHNICAL FIELD</u>				
1. Mobilization and Field Coordination				
a. SPT Rig	1	ea	\$270.00	\$270.00
b. CPT		ea	450.00	
c. Field and utility coordination	1	LS	400.00	400.00
d. Field coordination with property owners				
i. 1 - 10	1	LS	320.00	320.00
ii. 11 - 25		LS	510.00	
iii. Over 25		LS	710.00	
e. Mileage	140	mi	3.50	490.00
f. Bond and Permits		LS	500.00	
2. Truck mounted borings with split spoon sampling				
a. Standard		ft	20.00	
b. Night time		ft	22.42	
3. Truck mounted borings with drilling fluid				
a. Standard		ft	19.00	
b. Night time		ft	22.42	
4. Truck mounted core drilling				
a. Standard		ft	39.00	
b. Night time		ft	46.00	
5. Truck mounted borings				
a. Truck mounted borings through bedrock or boulders or concrete pavement				
i. Standard		ft	39.00	
ii. Night time		ft	46.02	
b. Bridge deck coring and restoration				
i. Standard		ea	350.00	
ii. Night time		ea	413.00	
6. Cone penetrometer testing				
a. Set up				
i. Standard		ea	80.00	
ii. Night time		ea	94.00	
b. Subsurface profiling				
i. Standard		ft	12.25	
ii. Night time		ft	14.46	
c. Profiling with pore pressure measurement				
i. Piezometric Saturation				

Fee Schedule

Des. No.:
 Project: Monroe County Bridge 308
 Location: Rockport Road over Clear Creek, Monroe County, IN
 CTL Proposal No.: 20050079INDP

Item Description	Quantity	Unit	Unit Price	Total
a. Standard		ea	93.00	
b. Night time		ea	109.74	
ii. Penetration				
a. Standard		ft	14.50	
b. Night time		ft	17.11	
iii. Pore water dissipation test				
a. Standard		hr	190.00	
b. Night time		hr	224.20	
iv. Hydraulic conductivity and consolidation				
a. Standard		ea	75.00	
b. Night time		ea	88.50	
d. Profiling with Shearwave Velocity Measurement				
i. Standard		ft	16.75	
ii. Night time		ft	18.59	
e. Sample				
i. Standard		ea	24.00	
ii. Night time		ea	28.32	
7. Hand or truck soundings				
a. Standard		ft	12.50	
b. Night time		ft	14.75	
8. Hand auger drilling				
a. Standard		ft	13.00	
b. Night time		ft	15.34	
9. Skid mounted borings with split spoon sampling				
a. Standard	170	ft	30.00	5,100.00
b. Night time		ft	35.40	
10. Skid mounted borings using drilling fluid				
a. Standard		ft	30.00	
b. Night time		ft	35.40	
11. Skid mounted core drilling				
a. Standard	40	ft	45.00	1,800.00
b. Night time		ft	50.74	
12. Skid mounted boring through bedrock or boulders				
a. Standard		ft	45.00	
b. Night time		ft	53.10	
13. Skid mounted soundings				
a. Standard		ft	17.50	

Fee Schedule

Des. No.:
 Project: Monroe County Bridge 308
 Location: Rockport Road over Clear Creek, Monroe County, IN
 CTL Proposal No.: 20050079INDP

Item Description	Quantity	Unit	Unit Price	Total
b. Night time		ft	20.65	
14. Skid Mounted Cone Penetrometer Testing (CPT)				
a. Set up				
i. Standard		ea	115.00	
ii. Night time		ea	135.70	
b. Subsurface profiling				
i. Standard		ft	17.75	
ii. Night time		ft	20.95	
c. Profiling with pore pressure measurement				
i. Piezometric Saturation				
a. Standard		ea	110.00	
b. Night time		ea	129.80	
ii. Penetration				
a. Standard		ft	20.50	
b. Night time		ft	24.19	
iii. Pore Water Dissipation Test				
a. Standard		hr	220.00	
b. Night time		hr	259.60	
iv. Hydraulic Conductivity and Consolidation				
a. Standard		ea	85.00	
b. Night time		ea	100.30	
d. Profiling with Shearwave Velocity Measurement				
i. Standard		ft	25.00	
ii. Night time		ft	29.50	
e. Sample				
i. Standard		ea	32.00	
ii. Night time		ea	37.76	
15. Furnishing of a boat				Actual Cost
16. Barge set-up expenses				
a. Navigable water				
i. Barge set-up		ea	6,000.00	
ii. Rental of barge, support equipment and/or boat				Actual Cost
iii. Drill rig down time		hr	150.00	
b. Non-navigable water barge set-up		ea	5,000.00	
17. Additional disassembly and reassembly				
a. Navigable water		ea	2,100.00	
b. Non-navigable water		ea	1,900.00	

Fee Schedule

Des. No.:
 Project: Monroe County Bridge 308
 Location: Rockport Road over Clear Creek, Monroe County, IN
 CTL Proposal No.: 20050079INDP

Item Description	Quantity	Unit	Unit Price	Total
18. Barge mounted borings with split spoon sampling		ft	33.00	
19. Barge mounted core drilling		ft	45.00	
20. Barge mounted boring through bedrock or boulders		ft	45.00	
21. Barge mounted soundings		ft	20.00	
22. Casing through water		ft	8.50	
23. Uncased sounding through water		ft	5.50	
24. Set up for borings and machine soundings				
a. Borings and machine soundings less than 20 ft deep	4	ea	70.00	280.00
b. Rock core borings	4	ea	120.00	480.00
25. Additional 2-in. split spoon sampling		ea	21.00	
26. 3-in. split spoon samples		ea	23.00	
27. 3-in. Shelby tube samples	1	ea	63.00	63.00
28. Bag samples				
a. 25-lb sample	1	ea	51.00	51.00
b. 5-lb sample	4	ea	33.00	132.00
29. Field vane shear test				
a. Standard		ea	115.00	
b. Night time		ea	135.70	
30. 4½-in. cased hole		ft	12.50	
31. Installation of Geotechnical Instruments				
a. Inclinator casing installation				
i. Standard		ft	15.00	
ii. Night time		ft	17.70	
b. Piezometer installation up to 25 ft below surface		ea	270.00	
c. Piezometer installation deeper than 25 ft below surface		ea	300.00	
d. Metal protective outer cover for inclinometer and piezometer casings		ea	125.00	
32. Geotechnical engineer	8	hr	145.00	1,160.00
33. Railroad expenses		Actual Cost		
34. Twenty-four hour water levels				
a. Field measurements per borehole				
i. Standard	4	ea	38.00	152.00
ii. Night time		ea	44.84	
b. PVC slotted pipe		ft	6.00	
35. Special borehole backfilling				
a. 0 to 30 ft				

Fee Schedule

Des. No.:
 Project: Monroe County Bridge 308
 Location: Rockport Road over Clear Creek, Monroe County, IN
 CTL Proposal No.: 20050079INDP

Item Description	Quantity	Unit	Unit Price	Total
i. SPT				
a. Standard	8	ea	110.00	880.00
b. Night time		ea	129.80	
ii. CPT				
a. Standard		ea	46.00	
b. Night time		ea	54.28	
b. More than 30 ft				
i. SPT				
a. Standard		ft	6.50	
b. Night time		ft	7.67	
ii. CPT				
a. Standard		ft	1.90	
b. Night time		ft	2.24	
c. Pavement restoration				
i. Standard	4	ea	60.00	240.00
ii. Night time		ea	70.80	
36. Dozer rental		Actual Cost		
37. Traffic control				
a. Flag crew		day	750.00	
b. Equipment Rental and Professional traffic Control Services		Actual Cost		
c. Flag crew with equipment	3	day	900.00	2,700.00
d. Traffic Coordination with Subcontractor		LS	600.00	
38. Centerline surveying		Actual Cost		
Subtotal (Geotechnical Field)				14,518.00
<u>GEOTECHNICAL LABORATORY</u>				
39. Sieve analysis for soils	7	ea	49.00	343.00
40. Hydrometer analysis	7	ea	58.00	406.00
41. Sieve analysis for Aggregates				
a. Analysis by Washing (AASHTO T-11)		ea	77.00	
b. Analysis by Using (AASHTO T-27)		ea	135.00	
42. Liquid limit	4	ea	39.00	156.00
43. Plastic limit & plasticity index	4	ea	28.00	112.00
44. Liquid Limit Ratio		ea	75.00	
45. pH test	7	ea	15.50	108.50
46. Loss on Ignition Test				
a. Loss on Ignition Test (Conventional)	2	ea	24.00	48.00

Fee Schedule

Des. No.:
 Project: Monroe County Bridge 308
 Location: Rockport Road over Clear Creek, Monroe County, IN
 CTL Proposal No.: 20050078INDP

Item Description	Quantity	Unit	Unit Price	Total
b. Loss on Ignition Test (Sequential)		ea	52.00	
c. Organic content based on Colorimeter		ea	24.00	
47 Topsoil Tests				
a. Phosphorus tests	2	ea	21.00	42.00
b. Potassium tests	2	ea	21.00	42.00
48 Moisture Content Test				
a. Moisture Content Test (Conventional)	50	ea	6.75	337.50
b. Moisture Content Test (Microwave)		ea	8.20	
49 Expansion Index of Soils		ea	235.00	
50 Specific Gravity Test		ea	36.00	
51 Unit weight determination		ea	17.50	
52 Hydraulic Conductivity Test				
a. Constant Head		ea	235.00	
b. Falling Head		ea	285.00	
53 Unconfined Compression Test on soils & Rocks				
a. Unconfined Compression Test (Soils)	2	ea	60.00	120.00
b. Remolding of soil samples with chemical admixtures in chemical soil modification/ stabilization (3 samples is equal to 1 unit)		ea	115.00	
c. Point Load Strength Index of Rock		ea	43.00	
54 Compressive Strength and Elastic Moduli of Intact Rock				
a. Compressive Strength of Intact Rock	4	ea	110.00	440.00
b. Elastic Moduli of Intact Rock		ea	430.00	
55 Consolidation Test		ea	450.00	
56 Triaxial test				
a. Unconsolidated - Undrained (UU)		ea	350.00	
b. Consolidated - Undrained (CU)		ea	620.00	
c. Consolidated - Drained (CD)		ea	725.00	
d. Pore Pressure measurement with a. or b. and use of back pressure for saturation		ea	250.00	
57 Direct Shear Test		ea	530.00	
58 Moisture-Density Relationship Test				
a. Standard Proctor		ea	140.00	
b. Modified Proctor		ea	155.00	
59 Soil Support Testing				
a. California Bearing Ratio Test		ea	525.00	
b. Subgrade Resilient Modulus on remolded soils	1	ea	620.00	620.00
c. Resilient modulus on Shelby tube		ea	400.00	

Fee Schedule

Des. No.:
 Project: Monroe County Bridge 308
 Location: Rockport Road over Clear Creek, Monroe County, IN
 CTL Proposal No.: 20050079INDP

Item Description	Quantity	Unit	Unit Price	Total
60 Collapse Potential Evaluation Test				
a. Silty Soil (Loess)		ea	380.00	
b. Cohesive or Expansive Soils		ea	450.00	
61 Water Soluble Sulfate Test		ea	105.00	
62 Water Soluble Chloride Test		ea	105.00	
63 Soil Resistivity Test		ea	135.00	
64 Shale Durability Tests				
a. Slake Durability Index Test		ea	125.00	
b. Jar Slake Test		ea	13.25	
Subtotal (Geotechnical Laboratory)				2,775.00
<u>GEOTECHNICAL ENGINEERING</u>				
65 Geotechnical report				
a. Without soil subgrade investigation				
i. First mile	1	LS	1,800.00	1,800.00
ii. Each additional mile		mi	750.00	
b. With soil subgrade investigation				
i. First mile		LS	2,000.00	
ii. Each additional mile		mi	850.00	
c. Soil subgrade investigation (only)				
i. First mile		LS	650.00	
ii. Each additional mile		mi	400.00	
d. Soil profile Drawing				
i. First mile		LS	1,285.00	
ii. Each additional mile		mi	600.00	
66 a. Geotechnical Data Report for Design Build Projects				
i. First mile		LS	900.00	
ii. Each additional mile		mi	400.00	
b. Technical Memo				
i. First mile		LS	600.00	
ii. Each additional mile		mi	300.00	
67 Settlement analysis and recommendations for embankment				
a. Proposed embankment	1	ea	510.00	510.00
b. Proposed and existing embankment		ea	570.00	
68 Ground modification design		ea	1,500.00	
69 Slope stability analysis				
a. C, Ø or C & Ø analysis		ea	800.00	

Fee Schedule

Des. No.:
 Project: Monroe County Bridge 308
 Location: Rockport Road over Clear Creek, Monroe County, IN
 CTL Proposal No.: 20050079INDP

Item Description	Quantity	Unit	Unit Price	Total
b. Corrective measures		ea	800.00	
c. Stage construction corrective method		ea	1,400.00	
70 Bridge foundation analysis and recommendations				
a. Shallow foundation	2	ea	500.00	1,000.00
b. Deep foundation				
i. Deep foundation analyses		ea	875.00	
ii. Wave equation analyses		ea	335.00	
iii. Liquefaction analysis		ea	270.00	
iv. Group - 3D analysis		ea	430.00	
c. Settlement analysis for bridge pier foundation				
i. Bridge pier		ea	400.00	
ii. Embankment plus pier		ea	440.00	
iii. Embankment plus pier plus all other loads		ea	510.00	
d. Foundation on bedrock		ea	380.00	
71 Retaining structure analysis recommendations				
a. Conventional retaining structures and other types such as MSE Walls and Bin walls				
i. Shallow foundation		ea	880.00	
ii. Deep foundation		ea	1,160.00	
iii. Settlement analysis for retaining wall foundation		ea	380.00	
b. Pile retaining structure analysis and recommendations				
i. Free standing structure		ea	1,050.00	
ii. Retaining structure with tie-back system		ea	1,500.00	
c. Drilled-in-pier retaining structure analysis				
i. Free standing structure		ea	1,050.00	
ii. Retaining structure with tie-back system		ea	1,500.00	
d. Soil nailing wall analysis		ea	1,000.00	
72 Seepage analysis		ea	1,450.00	
73 Deep dynamic compaction analysis		ea	1,450.00	
Subtotal (Geotechnical Engineering)				3,310.00
<u>CONSTRUCTION INSPECTION AND MONITORING</u>				
74 Pressuremeter Testing services		day	1,650.00	
75 Mobilization of testing equipment		LS	165.00	
76 a. Monitoring geotechnical instrumentation		hr	80.00	
b. Field Inspector		hr	80.00	
77 Integrity testing		Actual Cost		

Fee Schedule

Des. No.:
 Project: Monroe County Bridge 308
 Location: Rockport Road over Clear Creek, Monroe County, IN
 CTL Proposal No.: 20050079INDP

Item Description	Quantity	Unit	Unit Price	Total
78 Field Compaction Testing				
a. Dynamic Cone Penetration Test (DCPT)		hr	80.00	
b. Light Weight Deflectometer Test (LWD)		hr	80.00	
79 Dynamic pile analysis		ea	1,050.00	
80 Static load test		ea	1,050.00	
81 Dynamic pile load test		Actual Cost		
82 CAPWAP-C analysis		ea	550.00	
83 Final construction inspection report		ea	1,000.00	
Subtotal (Construction Inspection and Monitoring)				
<u>FOUNDATION EVALUATION BY NON-DESTRUCTIVE METHODS</u>				
84 a. Surface test/Pier or foundation		Actual Cost		
b. Borehole test/Pier or foundation		Actual Cost		
<u>GEOPHYSICAL INVESTIGATION</u>				
85 Geophysical investigations		Invoice Cost		
<u>GEOTECHNICAL PROJECT MANAGEMENT</u>				
86 Project Management				
a. Project Coordination		mi	1,850.00	
b. Project Website		LS	3,500.00	
87 Geotechnical Review				
a. Structure Report		ea	350.00	
b. Roadway Report		mi	290.00	
<u>PAVEMENT INVESTIGATION</u>				
1. Mobilization of coring equipment		LS	210.00	
2. Mobilization mileage for coring equipment		mi	1.90	
3. Pavement core (partial depth)		ea	130.00	
4. Pavement core (full depth)				
a. Standard		ea	200.00	
b. Night time		ea	230.00	
5. Sub-base sample		ea	62.00	
6. Cement concrete pavement core density determination		ea	34.00	
7. Cement concrete core compressive strength test		ea	33.00	
8. Bituminous extraction test		ea	86.00	
9. Sieve analysis of extracted aggregate test		ea	58.00	
10. Recovery of asphalt from solution by Abson method		ea	360.00	
11. Theoretical maximum specific gravity test		ea	72.00	

Fee Schedule

Des. No.:
 Project: Monroe County Bridge 308
 Location: Rockport Road over Clear Creek, Monroe County, IN
 CTL Proposal No.: 20050079INDP

Item Description	Quantity	Unit	Unit Price	Total
12. Bulk specific gravity test		ea	32.00	
13. Air voids calculation		ea	29.00	
14. Core report for partial depth core		ea	50.00	
15. Core report for full depth core		ea	50.00	
16. Pavement analysis and report		ea	800.00	
Subtotal (Pavement Investigation)				
 Summary of Fees				
Geotechnical Field				14,518.00
Geotechnical Laboratory				2,775.00
Geotechnical Engineering				3,310.00
Construction Inspection and Monitoring				
Pavement Investigation				
Estimated Total Fee				20,603.00



8320 CRAIG STREET | INDIANAPOLIS, IN 46250
317.849.5832 | F: 317.841.4280 | 800.392.5206 | WWW.B-L-N.COM

A TRADITION OF EXCELLENCE SINCE 1945

MONROE COUNTY, INDIANA

Bridge No. 308 Replacement
Des. No. 1902772

FEE JUSTIFICATION

BEAM, LONGEST AND NEFF, L.L.C.
8320 Craig Street
Indianapolis, Indiana 46250
317-849-5832
(FAX) 317-841-4280

May 2020
Revised July 2020



SCOPE OF WORK

Bridge No. 308 Replacement
Des. No. 1902772

DESIGN SURVEY

Design Survey: See attached subconsultant proposal for detailed scope of work.

ENVIRONMENTAL SERVICES

Categorical Exclusion: To qualify for federal funding, a Categorical Exclusion (CE) is required under the National Environmental Policy Act (NEPA) and associated Federal Highway Administration (FHWA) and Indiana Department of Transportation (INDOT) requirements.

The project will include the replacement of the existing Bridge No. 308 on Rockport Road over Branch of Clear Creek. A Level 2 Categorical Exclusion is anticipated for the project based upon the preliminary engineering information and the following assumptions:

Relocations - No relocations are anticipated.

R-O-W - Permanent R-O-W greater than 0.5 acre is anticipated.

Through Lanes - No additional through lanes are proposed.

New Alignment - No new alignment is required – minor realignment of Rockport Road at the crossing is anticipated.

Wetlands – No wetland impacts greater than 1.0 acre are anticipated.

Stream Impacts - Stream impacts greater than 300 linear feet are anticipated.

Section 4(f) and 6(f) - No Section 4(f) or 6(f) impacts are anticipated.

Section 106 – Conformance with the Minor Project Programmatic Agreement (MPPA) is anticipated and will be coordinated with INDOT Cultural Resources. A Phase IA Archaeological Records Check and Field Reconnaissance is anticipated.

Noise – A noise analysis will not be required.

Threatened and Endangered Species - The project is not likely to adversely affect any threatened or endangered species.

Sole Source Aquifer – The presence of a sole source aquifer is not anticipated.

Karst - No karst features are anticipated.

Waters of US Report: A Waters of the U.S. Report (WOUSR) will be developed to identify jurisdictional wetlands and streams within the project area and to allow for avoidance and minimization of impacts. The results of the WOUSR will be included as



part of the environmental document and will be included as part of the Section 401 and Section 404 permit application submittal.

Asbestos Inspection: The structure will be inspected for the presence of asbestos containing materials prior to initiating any construction activities and the results will be documented in an Asbestos Inspection Report.

Public Involvement: Right-of-way acquisition greater than 0.5 acre is anticipated. The project does not anticipate a formal public hearing but will offer the public an opportunity to request a public hearing.

Note: A preliminary review of State Historic Architecture and Archaeological Database (SHAARD) identified one archaeological site/cemetery (Site 12Mo005) within the project area. This site is described as a prehistoric Native American cemetery found on the Green Farm. A cemetery development plan may be required; however, little information about the site is provided in the SHAARD records and additional records review research will likely be required. Impacts to Site 12Mo005 could require additional archaeological and Section 106 work and the level of environmental documentation could increase requiring a supplement to the contract.

BRIDGE PLAN DEVELOPMENT

Bridge Plan Development: The project includes the replacement of the existing bridge carrying South Rockport Road over Clear Creek. The existing three span steel multiplate steel pipe arch underfill structure is Structurally Deficient. The bridge was built in 1980. Due to the local signs of scour, it is assumed that a larger replacement structure will be required to increase the waterway area. In addition, it is anticipated that a skew correction will be provided for the new structure. Both the increased structure size and decreased skew will accommodate the shifted roadway alignment and proposed horizontal curve correction.

It is anticipated that the new structure will have a total bridge length of 80 feet (assumed to be a three-span reinforced concrete slab) with a 36 foot clear roadway width. Standard approach railing and transitions will be placed at the ends of the structure.

It is anticipated that the intersection of South Rockport Road and West Bolin Lane will be impacted by the Project. Improvements will include 100 feet of Bolin Lane reconstruction.

The design of the new roadway will be based on criteria for a rural major collector. The proposed roadway will provide two 12 ft. travel lanes bordered by 6' paved and 2' stone shoulders. It is anticipated that the approach reconstruction will extend 300' to the north



and 700' to the south of the structure to accommodate any grade raise and horizontal alignment correction required. However, the amount of grade raise and structure type will be determined during the Stage 1 Plan Development. It is assumed that the bridge will be constructed under a full closure using a local signed detour.

Pavement Design: A pavement design memorandum will be required for the project. It is assumed that one (1) pavement design will be required.

GEOTECHNICAL

Geotechnical: See attached sub consultant proposal for detailed scope of work.

PERMITS

Permits: BLN shall prepare applications and documents to assist the County in obtaining permits from various governmental agencies. It is anticipated that the following permits will be required for the project:

- Rule 5 Permit
- IDEM 401 Permit
- USACOE 404 Permit

It is assumed that the 401 and 404 Permits will be Regional General Permit.

UTILITY COORDINATION

Utility Coordination: BLN will provide the coordination necessary to prepare documents for utility relocations. It is assumed that utilities will be impacted by the project (no reimbursements are anticipated) and utility coordination during construction will be required. See attached man hours for a list of the anticipated work tasks.

RIGHT-OF-WAY ENGINEERING

Right-of-Way Engineering: It is anticipated that four (4) parcels will be affected by the construction. BLN will perform the following services for each parcel involved with right-of-way acquisition (see attached breakdown of work tasks):

- Provide the last deed of record and/or title research.
- Prepare parcel plats, legal descriptions and right-of-way plans.
- Perform right-of-way staking services.
- Prepare a Plat One for the project.



- Upload R /W Engineering packets to LRS

It is assumed that section corners will be perpetuated by others.

MEETINGS

Meetings: BLN will meet with the County when requested or necessary for consultation or conference. It is assumed that two (2) client coordination meetings will be required during the duration of the Project.

CONSTRUCTION PHASE SERVICES

Construction Phase Services: Following the award of the construction contract, BLN will provide as needed services during the course of construction. The services may include but are not limited to the following:

- Attend pre-construction meetings or conferences
- Respond to inquiries concerning the accuracy or intent of the plans
- Coordinate with the Owner, INDOT and the contractor and revise the plans as needed in the event that unforeseen or unusual conditions arise during construction
- If requested, participate in workshops with employees of the Owner, INDOT and contractor



FEE SUMMARY

Bridge No. 308 Replacement
Des. No. 1902772

Bridge No. 308

• Survey	\$ 34,800.00
• Categorical Exclusion	\$ 31,200.00
• Waters of the US Report	\$ 8,800.00
• Bridge Design	\$138,700.00
• MEPDG Pavement Design	\$ 8,100.00
• Geotechnical (Actual Cost)	\$ 22,700.00
• Permits, Utility Coordination, Meetings Asbestos Inspection (Hourly NTE)	\$ 36,500.00
• Right-of-Way Engineering (Per Unit)	\$ 29,900.00
• Construction Phase Services (Hourly NTE)	<u>\$ 10,000.00</u>
Total	\$320,700.00



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Joe McGuinness, Commissioner

June 26, 2020

James B. Longest
Beam, Longest, & Neff, LLC
8320 Craig Street
Indianapolis, IN 46250

Dear Mr. Longest:

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rate of Beam, Longest, & Neff, LLC as presented in the Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended December 31, 2019 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm Somerset CPAs. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the *AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

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

Accordingly, we recommend acceptance of the following rate(s):

Corporate: 189.99%
Facilities Capital Cost of Money (FCCM): 0.30%

Yours truly,

A handwritten signature in cursive script that reads "Natalya Clark".

Natalya Clark,
Manager of External Audit

**FEE JUSTIFICATION EXHIBIT
DIRECT NON-SALARY COSTS
Route Survey**

OWNER : Monroe County
PROJECT : Bridge # 308
DESCRIPTION :

Task	X	Y	Total
Mileage:			
(X miles/round trip) x (Y trips) x (\$0.38/mile) =			\$0.00
(X miles/round trip) x (Y trips) x (\$0.38/mile) =	1	120	\$45.60
(X miles/round trip) x (Y trips) x (\$0.38/mile) =			\$0.00
Lodging:			
(X men) x (Y nights) x (\$100.00/night) =			\$0.00
(X men) x (Y nights) x (\$100.00/night) =			\$0.00
Per Diem			
(X men) x (Y Days) x (\$25.00 / Day) =			\$0.00
(X men) x (Y Days) x (\$25.00 / Day) =			\$0.00
Other Disciplines:			
Deed Copies (X copies) x (\$Y per copy)	*	*	\$0.00
Aerial Photos	*	*	\$0.00
CECON Survey Fee	*	*	\$32,031.00
Total			\$32,076.60
USE			\$32,076.60

Route Survey
LS Site Visit
Deed Research
Route Survey
Survey PD
Route Survey
Survey PD
Survey PD
Route Survey

CLIENT: BLN
PROJECT: Rockport Road over Clear Creek
Des. No.:
DATE: 5-14-2020

Prepared by: GRN
Checked by: WH
Project number: 20-XXX
Rates: RFP 1901-16

Route Survey (LCRS): (in conjunction with a topographic survey)									
Task	Task Budget	Principal	Project Manager	Project Surveyor	CAD Tech	Lead Crew Chief	Field technician	Admin Assist	
6000 Horizontal Control-Monroe County-InGCS Research (8-Parcels) deeds, INDOT Right of Plans, and Grants	\$609		1	1		3	3		
6209 Plot Apparent Property Lines & ROW, Field Locate Possession Lines. Right of way report.	\$1,659		1	12		6			
6203 6008 QA / QC Processing- Field Data-field check	\$1,777		4	8		4	4		
6005 Plotting and Drafting Route Survey	\$990		1	2		8			
6002 Centerline Alignment (per clients design not staked in the field)	\$1,797		3	16					
6003 Survey Notices (8-notices)	\$1,165		3	4		3	3		
6210 Section Corners (4) and additional monuments	\$277		1						3
6010 Prepare Field Book	\$2,351		4	3		12	12		
6208 Route Survey Plat and Report	\$822		1	6		2			
6016 Project Administration	\$1,472		8	3					
	\$458		3						
Total Hours		0	30	55	0	38	22		3
Hourly Rate			\$152.65	\$83.71	\$72.74	\$83.71	\$40.41		\$41.56
Labor Total	\$13,378	\$0	\$4,580	\$4,604	\$0	\$3,181	\$889		\$125



Civil Engineering Consultants, Inc.

SURVEY FEE ESTIMATE
Rockport Road over Clear Crk.
Bridge Replacement # 308
Des (TBD)

1285 South Jackson Street, Suite B
 Greencastle IN 46135

CLIENT: BLN

PROJECT: Rockport Road over Clear Creek

Des. No.:

DATE: 5-14-2020

Prepared by: GRN
 Checked by: WH
 Project number: 20-XXX
 Rates: RFP 1901-16

Topographic Survey:									
Task	Task Budget	Principal	Project Manager	Project Surveyor	CAD Tech	Crew Chief	Field technician	Admin Assist	
6001 Vertical Control	\$817		1	2		4	4	4	
6011 Utility locates- (Based on Indiana 811)	\$419			2		3			
6012 Topographic Data collections	\$8,264		1	2		64	64		
6014 Detail Storm/Sanitary Structures. Estimated at (10) structures.	\$941		1	2		5	5		
6007 Local High Water Testimony	\$487		1			4			
6004 QA / QC Processing Field Data	\$236		1	1					
6005 Plotting and Drafting Topo Survey	\$3,137		3	32					
6016 Project Administration	\$458		3						
Total Hours			0	11	41	80	73	0	
Hourly Rate			\$152.65	\$83.71	\$72.74	\$83.71	\$40.41	\$41.56	
Labor Total	\$14,758	\$0	\$1,679	\$3,432	\$0	\$6,697	\$2,950	\$0	
Direct Expenses									
Item	Task Budget	Quantity	Unit	Cost/ Unit	Total Cost				
Mileage 150 miles round trip. (plus trip to County Recordors office)	\$342	900	Mile	\$0.38	\$342				
Hotel	\$2,625	21	Night	\$125.00	\$2,625				
Perdiem	\$810	27	Meals	\$30.00					
Research document fees \$3 per parcel	\$80	8	Parcel	\$10.00					
Postage for survey notices	\$8	4	Each	\$2.00	\$8				
LCRS recording fees, \$25 for the initial page.	\$25	1	Page	\$25.00	\$25				
LCRS recording fees, \$5 for additional pages.	\$5	1	Page	\$5.00	\$5				
Expense Total	\$3,895								



Civil Engineering Consultants, Inc

SURVEY FEE ESTIMATE
Rockport Road over Clear Crk.
Bridge Replacement # 308
Des (TBD)

1285 South Jackson Street, Suite 8
Greencastle IN 46135

CLIENT: BLN

PROJECT: Rockport Road over Clear Creek

Des. No.:

DATE: 5-14-2020

Prepared by:

Checked by:

Project number:

Rates:

GRN

WH

20-XXX

RFP 1901-16

TOTAL FEE

\$32,031

CLIENT: BLN
PROJECT: Rockport Road over Clear Creek
Des. No.:
DATE: 5-14-2020

Prepared by: GRN
Checked by: WHI
Project number: 20-XXX
Rates: RFP 1907-16

Direct Expenses

General Requirements: CECon will perform the field work as required for the route survey, determine the existing right-of-way and apparent property lines. In addition, CECon will prepare and record the route survey plat.

Rockport Road

- Begin 800 feet south of the centerline of bridge and continue north 1250 feet (the survey width is 75 feet each side of the centerline).
- Collect local high-water testimony from the home owners around the bridge and survey their finish floor elevations.

Stream Survey

- Begin 150 feet west of the center of the bridge and continue east 300 feet (the survey width is 50 feet beyond the top of bank on each side of the ditch)

Bullin Lane

- 200 feet southwest from Rockport Road (the survey width is 75 feet each side of the centerline).

Bridge Detail

- Survey and detail the bridge opening for Bridge No. 308.

Specific Scope as follows: LCRS "Route Survey"

6000	Provide Horizontal Control. The Horizontal Control will be provided on Monroe-InGCS, Coordinate system. (Primary control)
6209	Research the last deed of record for metes and bounds descriptions and plats for subdivided properties for the current property owner. Plot all property lines obtained from deed and plat analysis. Plot right of way as determined by the governing agency and subdivision plats. If title work is required, this will be an additional 6203 fee. The property lines will only be plotted (based on the latest documented record) along the proposed corridor. A right of way report will be provided to the client for their review.
6008	Process field data and QA / QC before importation into CAD
6005	Plotting and drafting the Route Survey in CAD. The alignment will be developed per historical INDOT Plans and shown on the LCRS survey plat; however, the alignment will NOT be staked in the field. If the alignment is required to be set, this fee will be revised.
6002	
6003	Notify appropriate property owners along the corridor, (4-owners to be notified). If there are additional property owners, this fee will be modified.
6210	Locate and reference Section Corners and / or subdivision monuments as required.
6010	Prepare a field survey book complying with INDOT standards.
6208	Prepare a Route Survey Plat and Report complying with Rule 12, IAC Title 865.
6016	Coordination with the Client.
Specific Scope as follows: Topographic Survey	
6001	Provide Vertical Control. A published benchmark was not found within a mile (or more) of the projects limits. Vertical control will be based on NAVD 1988 datum. A GPS observation will be used to establish the site datum. All other elevations will be relative to the GPS observed elevation. A site TBM will be set for this survey.



Civil Engineering Consultants, Inc.

SURVEY FEE ESTIMATE

Rockport Road over Clear Crk.

Bridge Replacement # 308

Des (TBD)

1285 South Jackson Street, Suite B
Greencastle IN 46135

CLIENT: BLN

PROJECT: Rockport Road over Clear Creek

Des. No.:

DATE: 5-14-2020

Prepared by: GRN

Checked by: WH

Project number: 20-XXX

Rates

RFP 1901-16

6011	Call in utilities to have the utilities marked. Provide client with names and addresses. CECon can't guarantee the accuracy of the marked utilities. The utilities will be marked for the horizontal location only. The depth, size, or any other features will not be noted.
6012	Collect general topography within the specified area as provided by the client, sanitary, and storm structures. Only visible horizontal locations of any utilities will be shown.
6014	Detail all storm and sanitary structures within the delineated area, including inverts and pipe sizes. This fee is based on a maximum of (5) structures total. This fee does not include structures considered confined space entry. In addition, CECon will provide a culvert detail of the subject structure.
6007	Local High Water Testimony from adjoining property owners
6004	Process field data and QA/QC before importation into CAD.
6005	Plotting and drafting the Topographic Survey into a CAD platform. <i>ACAD Civil 3D files. BLN can provide a source file (2019 Autocad Civil 3D format). Drawings should include survey points, existing alignments, surface information, topo features, existing property lines and existing property lines. Please provide two drawings for the project with one being the topo-dim drawing and the second drawing being the apparent property line drawing.</i>
6016	Coordination with the Client.

DELIVERABLE

CECon will provide the topographic data in electronic format, using CAD. The submission for the Topographic Survey will be an electronic drawing only. Sheets with borders, title blocks etc. is NOT part of this fee.

SCHEDULE

The survey schedule will be determined once the Notice to Proceed (NTP) is granted.

FEE JUSTIFICATION EXHIBIT
MAN-HOURS BY CLASSIFICATION
CATEGORICAL EXCLUSION - LEVEL 2

OWNER: Monroe County
PROJECT: Bridge No. 308 on Rockport Road over Branch of Clear Creek
DESCRIPTION: Bridge Replacement

Task	Man-hours by Classification			TOTAL HOURS
	SENIOR EA	ENVIRON ANALYST		
Initiate Data Collection and Issue Survey Notices		4		4
Field Inspection of project area	8	8		16
Develop Red Flag Investigation of project area	2	10		12
Identification of Area of Potential Effect (APE) (By Subconsultant)		2		2
Develop coordination with USFWS for Indiana and Northern Long-eared bats	2	8		10
Prepare Early Coordination for Regulatory Agencies and Consulting Parties	4	24		28
Develop environmental constraints/resources map of project area		4		4
Develop purpose and need and alternatives for evaluation	2	4		6
Initiate archaeological reconnaissance (By Subconsultant)	2			2
Determine Applicability of Minor Projects Programmatic Agreement (MPPA) (By Subconsultant)				0
Coordinate MPPA Finding with INDOT for approval (By Subconsultant)				0
Evaluate Environmental Considerations				0
Streams, rivers, watercourses, jurisdictional ditches and other surface waters		4		4
Wetlands		2		2
Onsite meeting with US Army Corps of Engineers (USACE) to confirm wetland delineations (not necessary)				0
Terrestrial Habitat		2		2
Karst Data		2		2
Threatened or Endangered Species		2		2
Drinking Water Resources		2		2
Floodplains/Floodways		4		4
Farmland		2		2
Section 4(f)(6)(i) Resources Evaluation		2		2
Air Quality		2		2
Noise Analysis (Non - Type I project)		2		2
Community Impacts		4		4
Environmental Justice		4		4
Displacement of People, Businesses or Farms		2		2
Hazardous Materials		2		2
Permits		2		2
Mitigation Measures	2	6		8
Prepare Draft Categorical Exclusion (CE) and submit to INDOT for review	8	32		40
QA/QC Review of Draft CE document	4	4		8
Prepare Commitments Summary Form For District (Excel Spreadsheet)		4		4
Revise CE per INDOT comments	2	12		14
Public Involvement Opportunity for Hearing		2		2
Request for Public Involvement Certification		4		4
Distribution of CE				
Total Hours	36	170		206
Hourly Rate	\$59.00	\$29.57		
Total Labor	\$2,124.00	\$5,026.00		\$7,150.00
Overhead (100.00%)				\$13,685.99
Labor + Overhead				\$20,736.89
Profit (15%)				\$3,110.53
FCCM (.30%)				\$21.45
Direct Non-Salary Costs				\$7,399.72
TOTAL				\$31,268.60
USE				\$31,200.00

CATEGORICAL EXCLUSION
DIRECT COSTS

Task	X	Y	Z	TOTAL
MILEAGE				
(X miles/roundtrip) x (Y Trips) x (\$0.38/mile) =	144	1	\$0.38	\$54.72
LODGING AND PER DIEM				
(X nights) x \$100.00/night x (Z people) =	*	\$100.00	*	\$0.00
(X nights) x \$26.00/night x (Z people) =	*	\$26.00	*	\$0.00
COPIES: ENVIRONMENTAL DOCUMENT				
(8.5 x 11) (X sets) x (Y pages/set) x (\$0.15/page)	10	150	\$0.150	\$225.00
Postage	*	*	*	\$100.00
Public Notice Advertisement	*	*	*	\$150.00
SUBCONSULTANTS				
Section 106 Consultation (MPPA)	*	*	*	\$875.00
Archaeological Field Reconnaissance/Records Check - Assume one site @ \$1,750.00	*	*	*	\$5,485.00
Cemetery Development Plan	*	*	*	\$500.00
TOTAL				\$7,399.72



PROPOSAL FOR A PHASE IA ARCHAEOLOGICAL SURVEY AND SECTION 106 SERVICES IN MONROE COUNTY, INDIANA

July 6, 2020

Submitted to:

Brian Shaw
Environmental Analyst
Beam, Longest, & Neff, LLC
o: 317.849.5832, c: 317.709.3440
bshaw@b-l-n.com

Project Identification

Monroe County Bridge 308 (DES # Pending)
Clear Creek, IN USGS topographic quadrangle

Project Area to be Studied

At the request of Beam, Longest, and Neff (BLN), Section 106 services and an archaeological survey will be provided for the proposed bridge project in Monroe County, Indiana. It is anticipated that the area of potential effects for archaeology will include no more than approximately 5 acres of undisturbed land. Based on available information, it appears that the project will fall under MPPA.

Scope of Services

The records review and phase Ia archaeological reconnaissance survey will be conducted in accordance with the *Draft Guidebook for Indiana Historic Sites and Structures Inventory – Archaeological Sites* issued by the Indiana Division of Historic Preservation and Archaeology (DHPA).

Archaeological Records Review

According to the DHPA guidelines, prior to the field survey a review of the archaeological site files on the State Historic Architecture and Archaeological Database (SHAARD) will be completed for the proposed project area and a one-mile buffer. A preliminary review of SHAARD identified one archaeological site/cemetery (12Mo005) within the project area. This site is described as a prehistoric Native American cemetery found on the Green Farm. A cemetery development plan may be required; however, little information about the site is provided in the SHAARD records and additional records review research will likely be required.

Phase Ia Investigation

The field investigation will consist of an intensive survey of the proposed surface disturbance following standard archaeological methods (i.e., pedestrian and shovel test survey). The portions of the project area that crosses terrain with good surface visibility (for example plowed/cultivated fields) will be subject to pedestrian survey. This entails a walking, visual inspection of the ground surface to identify historic and prehistoric artifacts/features at 10 m intervals. Portions of the project that are located on relatively flat terrain with poor surface visibility will have to be shovel tested. This assessment method requires the excavation of screened shovel tests measuring 35 cm in diameter at intervals of 15 m. Any previously recorded or new archaeological sites found within the survey area will be recorded following current DHPA guidelines.

Deliverables

If no archaeological sites are discovered during the phase Ia survey, the investigation will be documented in an Indiana Archaeological Survey Short Report. If archaeological sites, including

isolated finds or previously recorded sites, are investigated, a complete written report following guidance provided in the current *Guidebook for Indiana Historic Sites and Structures Inventory—Archaeological Sites* will be prepared. The report will describe all archaeological sites located during the study and make recommendations for their treatment in relation to potential impacts. In addition, site survey forms will be prepared and submitted to the DHPA for each archaeological site recorded.

The report will be provided in PDF format and submitted electronically to the client for submission to the DHPA. CRA will make one set of revisions to the report requested by the client or agencies.

Schedule

CRA can complete the records review, fieldwork, and report within 30 to 45 days of receiving a notice to proceed from BLN. The specific schedule includes:

- Records review and fieldwork completed within 15 to 25 days of a notice to proceed.
- A summary of the fieldwork results reported to the client within one day after the fieldwork.
- The report of the investigation submitted within 15 to 20 days following the completion of fieldwork. Report completion times vary depending upon the results of the fieldwork.

Fee


Considering the assumptions below, an archaeological records review and phase Ia survey will be completed for a base fee of \$3,745. If any archaeological sites are discovered during the survey, a fee of \$1,750 per site may be used to cover additional reporting and curation fees required by state guidelines. No more than 1 archaeological site, if any, is anticipated within the survey area.

If required, a cemetery development plan can be completed for a **lump sum fee of \$500**.

This project should fall under the MPPA for the purposes of Section 106 requirements. CRA can complete the **MPPA documentation for the project for a cost of \$875**.

Assumptions

- No more than approximately 5 acres of archaeological survey will be required.
- There will be no issues obtaining access to the project area
- The client will provide digital mapping in an AutoCAD or ArcView shapefile format.
- No hard copies of the report will be produced.

Signed: 
Andrew V. Martin, MA, RPA
Director of Operations – Indiana
(812) 253-3009
amartin@crai-ky.com

FEE JUSTIFICATION EXHIBIT
MAN-HOURS BY CLASSIFICATION

PREPARATION OF WATERS OF THE US REPORT

OWNER: Monroe County
PROJECT: Bridge No. 308 on Rockport Road over Branch of Clear Creek
DESCRIPTION: Bridge Replacement

Task	Man-hours by Classification			TOTAL
	SENIOR EA	ENVIRON ANALYST		
Initial Data Collection		2		2
Site Inspection, Delineation of Wetlands, Documentation of Water Resources		8		8
Complete Wetland Determination Forms and QHEI forms for streams	4	8		12
Preparation of Waters of the US Report Graphics	2	8		10
Waters of the US Report Preparation	4	16		20
Completion of USACE Jurisdictional Review Form	2	4		6
Coordination Meeting with IDEM - CORPS		6		6
Revisions as Required	2	8		10
Total Hours	14	60		74
Hourly Rate	\$59.00	\$29.57		
Total Labor	\$828.00	\$1,774.20		\$2,600.20
Overhead (189.89%)				\$4,940.12
Labor + Overhead				\$7,540.32
Profit (15%)				\$1,131.05
FCCM (.30%)				\$7.60
Direct Non-Salary Costs				\$143.19
TOTAL				\$8,822.36
USE				\$8,800.00

WATERS REPORT
DIRECT COSTS

Task	X	Y	Z	TOTAL
MILEAGE				
(X miles/roundtrip) x (Y Trips) x (\$0.38/mile) =	144	2	\$0.38	\$109.44
XEROX COPIES				
(8.5 x 11) x (X sets) x (Y pages/set) x (\$0.15/page)	3	75	\$0.15	\$33.75
SURVEY				
(X days) x (Y \$1,300/day)	0	\$1,300.00	*	\$0.00
TOTAL				\$143.19

**FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION
BRIDGE DESIGN**

OWNER: Monroe County
PROJECT: Bridge 308 Replacement
DESCRIPTION: Rockport Road over Branch of Clear Creek

Task	Manhours by Classification				Total
	Depart. Mgr.	Project Mgr.	Project Engineer	CAD Technician	
Review Survey Notes			2	4	6
Plot, Check & Ink Topo for Plan & Profile			4	8	12
Plot & Check Original Cross Sections			4	8	12
Plot & Check Topo on Layout Sheet			2	4	6
Prepare Prel. Typical Cross Section			2	4	6
Prepare Preliminary Title Sheet				4	4
Hydraulic Analysis		32	64		96
Design Preliminary Grade and Alignment		8	16		24
Design Prel. Structure Geometrics on Layout		4	12	8	24
Quality Assurance	2				2
Hydraulic Review Plans					
Revise Plans per Hydraulic Review		2		2	4
Economic Structure Cost Analysis		12	24		36
Preliminary Plan & Profile Sheets		8	16	32	56
Preliminary Drainage Design		2	4		6
Prepare Preliminary Layout Sheet			4	8	12
Prepare Preliminary Channel Layout			2	4	6
Preliminary R/W Design			2	4	6
Prepare Preliminary General Plan		2	4	12	18
Preliminary Plot of Final Cross Sections			12	20	32
Quality Assurance	4				4
Stage 1 Plans					
Revise Plans per Stage 1 Review			4	4	8
Preliminary Maintenance of Traffic			4	8	12
Preliminary Load Table		2	4	2	8
Prel. Approach, Drive & Intersection Det.		2	8	16	26
Quality Assurance	2				2
Preliminary Field Check Plans					
Field Inspection		4	8		12
Revise Plans per Field Check Review			4	4	8
Final R/W Design & Plans			2	4	6
Final R/W Plat #1 or #3			2	4	6
Finalize Typical Cross Section			2	4	6
Finalize Cross Sections			8	20	28

**FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION
BRIDGE DESIGN**

OWNER: Monroe County
PROJECT: Bridge 308 Replacement
DESCRIPTION: Rockport Road over Branch of Clear Creek

Task	Manhours by Classification				Total
	Depart. Mgr.	Project Mgr.	Project Engineer	CAD Technician	
Finalize Plan & Profile Sheets		4	8	16	28
Finalize Title Sheet for RW Plans			1	2	3
Preliminary Approach Table			2	4	6
Preliminary Construction Cost Estimate		4	8		12
Final Approach, Drive & Intersection Details			8	12	20
Quality Assurance	2				2
Stage 2 Plans					
Revise Plans per Hrg. & Agency Comments			4	4	8
Pavement Design					0
Soil Boring Sheet & Foundation Selection			4	8	12
Superstructure Design		16	36		52
Superstructure Details			12	24	36
End Bent Design		4	8		12
End Bent Details			8	16	24
Interior Substructure Design		8	24		32
Interior Substructure Details			8	16	24
R.C. Approach Slab Details			4	8	12
Structure Data Sheet			2	2	4
Underdrain Design Table					0
Paved Side Ditch, Sodding & Sign Table			1	2	3
Earthwork Computation & Balance			2	4	6
Final Maintenance of Traffic			1	2	3
Finalize Layout Sheet			2	4	6
Finalize Channel Layout Sheet			1	2	3
Finalize General Plan			2	4	6
Final Quantity Computations			8	16	24
Bridge Summary Sheet			2	4	6
Preliminary Construction Cost Estimate		4	8		12
Finalize Title Sheet				1	1
Preliminary Special Provisions		4	8		12
Quality Assurance	4				4
Stage 3 Plans					

**FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION
BRIDGE DESIGN**

OWNER: Monroe County
PROJECT: Bridge 308 Replacement
DESCRIPTION: Rockport Road over Branch of Clear Creek

Task	Manhours by Classification				Total
	Depart. Mgr.	Project Mgr.	Project Engineer	CAD Technician	
Revise Plans per Final Check Print Review			2	4	6
Final Construction Cost Estimate		4	2		6
Final Special Provisions		4	4		8
ERMS Submittal Package		16	8		24
Quality Assurance	4				4
Final Tracings					
Total Hours	18	146	408	343	915
Hourly Rate	\$71.21	\$63.40	\$47.02	\$33.57	
Total Labor	\$1,281.78	\$9,256.40	\$19,184.16	\$11,514.51	\$41,236.85
Overhead (189.99%)					\$78,345.89
Labor + Overhead					\$119,582.74
Profit (15%)					\$17,937.41
Sub-Total					\$137,520.15
Direct Non-Salary Costs					\$1,085.52
FCCM (.30%)					\$123.71
Total					\$138,729.38
USE					\$138,700.00

FEE JUSTIFICATION EXHIBIT
 DIRECT NON-SALARY COSTS
BRIDGE DESIGN

OWNER: Monroe County
 PROJECT: Bridge 308
 DESCRIPTION: Rockport Road over Branch of Clear Creek

Task	X	Y	Total
Mileage:			
(X miles/round trip) x (Y trips) x (\$0.38/mile) =	144	2	\$109.44
Printing:			
8 1/2" x 11": (X sets) x (Y pages/set) x (\$0.15/page) =			
Stage 1 Computations	2	200	\$60.00
Bridge Design and Quantity Computations (Final Plans)	2	250	\$75.00
Bridge Design and Quantity Computations (Tracings)	2	250	\$75.00
Plan Sheets: (X sets) x (Y shts/set) x (\$1.71/sht) =			
Stage 1 Design	3	33	\$169.29
Stage 2 Design	3	38	\$194.94
Stage 3 Design	3	47	\$241.11
Final Tracings	2	47	\$160.74
Plotting:			
Plan Sheets: (X sets) x (Y shts/set) x (\$9.00/sht) =			
Final Tracings	0	0	\$0.00
Other Disciplines:			
DNR Permit Application Fee	*	*	\$0.00
Ground Photos	*	*	\$0.00
Aerial Photos	*	*	\$0.00
Aerial Mapping	*	*	\$0.00
Geotechnical Investigations	*	*	\$0.00
Special Structural Investigations	*	*	\$0.00
Total			\$1,085.52
USE			\$1,085.52

FEE JUSTIFICATION EXHIBIT
 PLAN SHEET ESTIMATE
BRIDGE DESIGN

OWNER: Monroe County
 PROJECT: Bridge No. 308
 DESCRIPTION: Rockport Road over Branch of Clear Creek
 Stage 1

Description	Number of Sheets
Title Sheet and Index	2
Typical Cross Sections	1
Road Plan and Profiles	3
Maintenance of Traffic Details	1
Signing and Pavement Marking Details	N/A
Temporary Erosion Control Details	3
Miscellaneous Details	2
Soil Borings	0
Layout Sheet	1
General Plan	2
MSE Wall Details	N/A
End Bent / Abutment Details	0
Interior Bent / Pier Details	0
Framing Plan	0
Prestressed Concrete Beam Details	0
Blocking Diagrams	N/A
Bearing Assembly Details	0
Superstructure Details	0
Special Bridge Railing and Transition Details	N/A
Coping Offsets And Tie Up Diagrams	N/A
Corner Details	N/A
Screeds	0
Reinforcing Steel Splicer Details	N/A
Approach Slab Details	0
Bridge Summary Sheet	1
Road Summary Sheet	2
Subtotal	18
Cross Section Sheets	15
Total	33

FEE JUSTIFICATION EXHIBIT
 PLAN SHEET ESTIMATE
BRIDGE DESIGN

OWNER: Monroe County
 PROJECT: Bridge No. 308
 DESCRIPTION: Rockport Road over Branch of Clear Creek
 Stage 2

Description	Number of Sheets
Title Sheet and Index	2
Typical Cross Sections	1
Road Plan and Profiles	3
Maintenance of Traffic Details	1
Signing and Pavement Marking Details	N/A
Temporary Erosion Control Details	3
Miscellaneous Details	2
Soil Borings	3
Layout Sheet	1
General Plan	2
MSE Wall Details	N/A
End Bent / Abutment Details	0
Interior Bent / Pier Details	0
Framing Plan	0
Prestressed Concrete Beam Details	0
Blocking Diagrams	N/A
Bearing Assembly Details	0
Superstructure Details	0
Special Bridge Railing and Transition Details	N/A
Coping Offsets And Tie Up Diagrams	N/A
Corner Details	N/A
Screeds	0
Reinforcing Steel Splicer Details	N/A
Approach Slab Details	2
Bridge Summary Sheet	1
Road Summary Sheet	2
Subtotal	23
Cross Section Sheets	15
Total	38

FEE JUSTIFICATION EXHIBIT
 PLAN SHEET ESTIMATE
BRIDGE DESIGN

OWNER: Monroe County
 PROJECT: Bridge No. 308
 DESCRIPTION: Rockport Road over Branch of Clear Creek
 Stage 3 and Tracings

Description	Number of Sheets
Title Sheet and Index	2
Typical Cross Sections	1
Road Plan and Profiles	3
Maintenance of Traffic Details	1
Signing and Pavement Marking Details	N/A
Temporary Erosion Control Details	3
Miscellaneous Details	2
Soil Borings	3
Layout Sheet	1
General Plan	2
MSE Wall Details	N/A
End Bent / Abutment Details	2
Interior Bent / Pier Details	3
Framing Plan	N/A
Prestressed Concrete Beam Details	N/A
Blocking Diagrams	N/A
Bearing Assembly Details	N/A
Superstructure Details	3
Bridge Railing and Transition Details	1
Coping Offsets And Tie Up Diagrams	N/A
Corner Details	N/A
Screeds	N/A
Reinforcing Steel Splicer Details	N/A
Approach Slab Details	2
Bridge Summary Sheet	1
Road Summary Sheet	2
Subtotal	32
Cross Section Sheets	15
Total	47

**FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION
PAVEMENT DESIGN**

OWNER: Monroe County
DESCRIPTION: Bridge No. 308 Replacement
COUNTY: Monroe
DES NO.: 1902772

Task	Manhours by Classification			
	Project Manager	Project Manager	Project Engineer	Total
Mechanical-Emprlcal Pavement Design (MEPDG)				
Review Project Assignment		2	2	4
Field Check (Not required)				0
Field Check Meeting Minutes (Not required)				0
Pavement Evaluation (Not applicable)				0
Summarize Field Data (Not applicable)				0
Assemble MEPDG Inputs (LTPBind, Traffic, Geotech, etc.)		2	2	4
MEPDG Analysis (Full Depth Treatment HMA) (1 each)		4	2	6
Life Cycle Cost Analysis				0
Determine Cost of Ownership (1 each)		2		2
Preliminary Executive Summary		2	4	6
Preliminary Appendix		2	2	4
Revise Pavement Design and /or Executive Summary as requested by County		2	2	4
QA/QC, Project Management & Coordination	4	8		12
PAVEMENT DESIGN COMPLETE				42
Total Hours	4	24	14	42
Hourly Rate	\$63.40	\$63.40	\$47.02	
Total Labor	\$253.60	\$1,521.60	\$658.28	\$2,433.48
Overhead			189.99%	\$4,623.37
FCCM			0.30%	\$7.30
Labor + Overhead + FCCM				\$7,056.85
Profit			15.00%	\$1,058.53
Sub-Total				\$8,122.68
Direct Non-Salary Costs				\$7.50
Total				\$8,130.18
USE				\$8,100.00

**ROADWAY DESIGN
DIRECT NON-SALARY COSTS**

PAVEMENT DESIGN

TRAVEL

0 trips x 0 miles \$0.380 /mile = \$0.00
(two ways)

PRINTING

Preliminary Plans:	0 sheets	0 sets =	0 sheets
Preliminary Field Check:	0 sheets	0 sets =	0 sheets
R/W Check Prints:	0 sheets	0 sets =	0 sheets
Final Plans:	0 sheets	0 sets =	0 sheets
Tracings:	0 sheets	0 sets =	0 sheets

Total sheets to be printed =	0 sheets
Miscellaneous/Check prints =	0 sheets
	0 sheets

Use 0 sheets \$1.71 /sheet = \$0.00

Print Mylars:	0 sheets	\$9.00 /sheet =	\$0.00
R/W Mylars:	0 sheets	\$9.00 /sheet =	\$0.00
Soil Boring Mylars:	0 sheets	\$9.00 /sheet =	\$0.00

Copies/Prints (Inc. Contract Book) 50 sheets x \$0.150 /sheet \$7.50

SHIPPING CHARGES

Preliminary Plans:	0 sets
Preliminary Field Check:	0 sets
Final Plans:	0 sets
Tracings:	0 sets
Total sets to be shipped =	0 sets @ \$30.00 /set = 0.00

SUBCONSULTANT/OTHER

Ground photos	0 roll(s)	\$15.00 /roll =	\$0.00
Lodging (1 people, 1 night)	0 day(s)	\$100.00 /day =	\$0.00
Per Diems (1 people, 1 day)	0 day(s)	\$26.00 /day =	\$0.00
Geotechnical			
Traffic control	0 day(s)	##### /day =	\$0.00

TOTAL FOR ROAD DESIGN \$7.50

FEE JUSTIFICATION EXHIBIT
 MANHOURS BY CLASSIFICATION
PERMITS

OWNER: Monroe County
 PROJECT: Bridge No. 308
 DESCRIPTION: Bridge Replacement
 DES. NO.: 1902772

Task	Manhours by Classification				Total
	Dept. Mgr.	Proj. Mgr.	Environmental Analyst	CAD Tech	
401 Water Quality Certification	2	4	8	8	22
404 Permit Application	1	2	4	4	11
Rule 5 Permit	4	24		12	40
Total Hours	7	30	12	24	73
Hourly Rate	\$71.21	\$63.40	\$29.57	\$33.57	
Total Labor	\$498.47	\$1,902.00	\$354.84	\$805.68	\$3,560.99
Overhead (189.99%)					\$6,765.52
Labor + Overhead					\$10,326.51
Profit (15%)					\$1,548.98
Direct Non-Salary Costs					\$300.00
FCCM (.30%)					\$10.68
Total					\$12,186.18
USE					\$12,200.00

FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION
UTILITY COORDINATION - Monroe County
Bridge No. 308 - South Rockport Road over Clear Creek
OWNER: Monroe County
WORK TYPE: Bridge Replacement

Item Sequence	Who	Task	Manhours by Classification		
			Project Manager	CAD Technician	Total
Section 1. Initiation Phase.					
1.01	UC	Contact PM and obtain Des. No.			
1.02	UC	Contact PM and obtain route number			
1.03	UC	Contact PM and obtain work type			
1.04	UC	Contact PM and obtain project description			
1.05	UC	Contact PM and obtain project limits			
1.06	UC	Contact PM and obtain classification of project as major or minor			
1.07	UC	Contact PM and obtain proposed ready for contracts date			
1.08	UC	Contact PM and obtain proposed letting dates			
1.09	UC	Contact PM and have UC name entered in SPMS for utility coordination			
1.11	UC	Contact PM and obtain copy of SPMS schedule to verify name entered			
1.12	UC	Contact PM and review project funding for reimbursable relocations	1	1	2
1.14	UC	Contact DS and provide utility input to project development schedule			
Section 2. Research Phase.					
2.01	UC	Determine facilities in the area by researching permit files			
2.02	UC	Determine facilities in the area by reviewing plan files		2	2
2.03	UC	Determine facilities in the area by investigating field conditions		5	5
2.04	UC	Determine facilities in the area by reviewing information from IUPPS		2	2
2.05	UC	Determine facilities in the area by contacting local government agencies		1	1
2.06	UC	Determine owners and contact info for traffic signals, interconnects			
2.07	UC	Determine owners and contact info for lighting			
2.07	UC	Prepare list summarizing findings from research phase		1	1
2.08	UC	Add to list ITS Technology Deployment Division for information signs, radio, weather and weigh-in-motion systems			
2.09	UC	Add to list Snow & Ice Program Management for RWIS (Road Weather Information System-33 sites), Visit https://rwis.indot.in.gov/ for Contact Information.			
2.10	UC	Add to list District Signal Tech Supervisor for INDOT signals			
2.11	UC	Add to list US Geological Survey for river gauge impacts, http://in.water.usgs.gov/ Indiana Water Science Center, 5957 Lakeside Boulevard, Indianapolis, Indiana 46278			
2.12	UC	Send list utility names, facility types, optional contact info to DS, LPA		1	1
2.12	DS	Update project plans with utility names, facility types, contact info		1	1
Section 3. Initial Notice Phase					
3.01	UC	Send letter initial notice to each utility with copy to LPA		2	2
3.02	UC	Schedule live interactive meeting with all utility representatives		5	5
3.03	UC	Receive response to initial notice from each utility		2	2
3.04	UC	Forward response to initial notice to LPA		1	1
3.05	UC	Send list of all reimbursable expenses and estimated cost to LPA			
3.16	DS	Designer show facility information on plan sheets		1	1
Section 4. Verification Phase					
4.01	DS	Upload plans into ERMS and notify LPA		1	1
4.02	DS	Provide Geotech report to each utility		1	1
4.03	DS	Send verification plans to each utility and LPA		2	2
4.04	UC	Send letter request verification of facilities to each utility with copy to LPA		2	2
4.05	UC	Receive letter response to verification request from each utility		1	1
4.06	UC	Forward letter response to verification request to DS and LPA		1	1
4.08	DS	Update plan sheets with verification information from each utility	1	2	3
4.09	DS	Send revised plans from verification response to utilities		2	2
4.10	UC	Meet w District Construction and conduct constructability review stage 1			
4.11	UC	Attend preliminary field check and obtain input from utilities on project		5	5
4.12	UC	Contact PM present right of way buying plan to address needs of utilities		1	1
4.13	UC	Contact PM and discuss need for separate clearing contract		1	1

FEE JUSTIFICATION EXHIBIT
 MANHOURS BY CLASSIFICATION
 UTILITY COORDINATION - Monroe County
 Bridge No. 300 - South Rockport Road over Clear Creek
 OWNER: Monroe County
 WORK TYPE: Bridge Replacement

Item Sequence	Who	Task	Manhours by Classification		
			Project Manager	CAD Technicians	Total
Section 5. Conflict Analysis Phase					
5.01	UC	Send letter request conflict analysis to each utility with copy to LPA		1	1
5.02	UC	Receive response to letter request conflict analysis from each utility		1	1
5.04	UC	Forward response to request conflict analysis to Designer and LPA		1	1
5.05	DS	Review recommended changes and Implement where appropriate	1	2	3
5.06	DS	Check with INDOT Geotech Section for revised sub-grade type			
5.07	DS	Send comments on recommended changes to UC and LPA		1	1
5.08	UC	Prepare letters w comments on recommended changes copy to LPA		2	2
5.09	UC	Send letters w comments on recommended changes to utilities and LPA			
5.11	UC	Meet w District Construction and conduct constructability review stage 2			
Section 6. Work Plans Phase					
6.01	DS	Upload preliminary final plans into ERMS		1	1
6.02	DS	Send preliminary final plans to each utility and LPA		1	1
6.03	UC	Send letter request work plan to each utility with copy to LPA		1	1
6.04	UC	Meet w District Construction and conduct constructability review stage 3			
6.05	UC	Receive response to letter request work plan from each utility		2	2
6.06	UC	Provide quality control review of work plan for compliance		4	4
6.07	UC	Coordinate with utility to amend work plan as needed	1	2	3
6.08	UC	Send acceptable work plan to LPA		2	2
6.11	UC	Coordinate with utility to amend work plan as needed	1	2	3
6.12	UC	Send revised work plan to LPA		1	1
6.15	UC	Prepare Ganit chart to coordinate schedule of utility facility relocations		2	2
6.16	UC	Review Ganit chart with PM and AE		2	2
6.17	UC	Prepare & distribute master utility relocation drawing		4	4
6.18	UC	Prepare letter work plan approved for each acceptable work plan		2	2
6.19	UC	Forward copy of letter work plan approved to LPA for review and sign		1	1
6.23	UC	Send signed letter work plan approved to the utility		2	2
6.26	UC	Send approved work plan to the DS			
6.27	DS	Update project plans with utility name, facility types, contact info	1	2	3
6.28	DS	Uploaded approved work plans into ERMS		1	1
6.29	UC	Prepare utility coordination certificate and send to LPA for review		1	1
6.30	UC	Prepare utility special provisions and send to LPA for review		2	2
6.31	DS	DS upload utility coordination certificate into ERMS			
6.32	DS	DS upload utility special provisions into ERMS			
6.33	DS	DS upload utility relocation drawings into ERMS			
Section 7 Agreement Phase					
7.01	UC	Receive letter from utility requesting an agreement for reimbursement			
7.02	UC	Review basis for reimbursement present to LPA for verification			
7.03	UC	Forward letter from utility requesting reimbursement to LPA			
7.06	UC	Prepare agreement and cover letter			
7.07	UC	Forward agreement and cover letter to LPA for review and signature			
7.11	UC	Send signed cover letter and agreement to utility			
7.12	UC	Receive agreement signed by utility and exhibits from utility			
7.13	UC	Review agreement signed by utility and exhibits			
7.14	UC	Forward signed agreement and exhibits to LPA for review and processing			
7.25	UC	Prepares letter return agreement			
7.26	UC	Forward letter return agreement to LPA for review and signature			
7.28	UC	Send letter return agreement and copy of fully signed agreement to Utility			
7.29	UC	Review request by utility to use consultant			
7.30	UC	Prepare letter consultant approved and send to LPA for signature			
7.32	UC	Send signed letter consultant approved to utility			
7.33	UC	Review request by utility to use contractor			
7.34	UC	Prepare letter contractor approved and send to LPA for signature			
7.36	UC	Utility contractor approval letter sent to the utility			

FEE JUSTIFICATION EXHIBIT
 MANHOURS BY CLASSIFICATION
 UTILITY COORDINATION - Monroe County
 Bridge No. 308 - South Rockport Road over Clear Creek
 OWNER: Monroe County
 WORK TYPE: Bridge Replacement

Item Sequence	Who	Task	Manhours by Classification		
			Project Manager	GAD Technolcian	Total
Section B. Utility Construction Phase					
8.01	UC	Prepare, sign and send notice to proceed to each utility		2	2
8.02	UC	Attend final field check meeting		5	5
8.04	UC	Receive and distribute to utilities right of way certificate		1	1
8.05	UC	Provide periodic reports utility relocation construction to LPA		2	2
8.06	UC	Review request for work plan revision from utility		1	1
8.07	UC	Work plan revision sent to PM for review and approval		1	1
8.08	UC	Prepare letter permit addendum for work plan revision		1	1
8.09	UC	Send work plan revision and letter permit addendum to LPA		1	1
8.12	UC	Send signed letter permit addendum to the utility		2	2
8.13	UC	Review shop drawings for INDOT contract and assess impact on utilities	2	2	4
8.14	UC	Prepare and distribute master utility relocation plan		2	2
8.15	UC	Use Gannt chart to synchronize utility work w INDOT contractor schedule			
8.16	UC	Attend pre-construction meeting		5	5
8.17	UC	Periodically attend weekly construction meetings (2 Assumed)		10	10
8.18	UC	Periodically conduct field visits to verify utility construction and schedule (Included in Weekly Meetings)			
8.19	UC	Prepare, sign and send letter work complete to each utility and LPA		2	2
8.20	UC	Prepare, sign and send letter Invoice due to each utility and LPA			
8.21	UC	Meet w District Construction for constructability review mid-construction			
8.22	UC	Meet w District Construction for constructability review post construction			
Total Hours			8	124	132
Hourly Rate			\$63.40	\$33.57	
Total Labor			\$507.20	\$4,162.68	\$4,669.88
Overhead				109.99%	\$8,872.31
FCCM				0.30%	\$14.01
Labor + Overhead					\$13,542.19
Profit				15.00%	\$2,031.33
Sub-Total					\$15,587.53
Direct Non-Salary Costs					\$519.60
Total					\$16,107.13
USE					\$16,100.00

**UTILITY COORDINATION - Monroe County
DIRECT NON-SALARY COSTS**

Owner: OWNER: Monroe County
Project: Bridge No. 308 - South Rockport Road over Clear Creek

UTILITY COORDINATION

TRAVEL

6 trips x	150 miles	\$0.380 /mile	=	\$342.00
	75 (miles one way)			

PRINTING

Constr. Rev. (Stg 1 & 2)	30 sheets x	0 sets =	0 sheets
Util. Coord. Meetings	30 sheets x	1 sets =	30 sheets
Constr. Rev. (Tra, Const.)	30 sheets x	0 sets =	0 sheets
Meetings During Constr.	30 sheets x	1 sets =	30 sheets

Total sheets to be printed =	60 sheets
Miscellaneous/Check prints =	0 sheets
	<u>60 sheets</u>

Use	60 sheets x	\$1.71 /sheet =	\$102.60
-----	-------------	-----------------	----------

Print Mylars:	0 sheets x	\$9.00 /sheet =	\$0.00
R/W Mylars:	0 sheets x	\$9.00 /sheet =	\$0.00
Soil Boring Mylars:	0 sheets x	\$9.00 /sheet =	\$0.00

Copies/Prints (Inc. Contract Book)	500 sheets x	\$0.150 /sheet =	\$75.00
------------------------------------	--------------	------------------	---------

SHIPPING CHARGES

Preliminary Plans:	0 sets	
Stage 2 Plans:	0 sets	
Stage 3 Plans:	0 sets	
Tracings:	0 sets	
Total sets to be shipped =	0 sets @	\$16.00 /set = 0.00

SUBCONSULTANT/OTHER

Ground photos	0 roll(s) x	\$15.00 /roll =	\$0.00
Aerial photos			
Aerial mapping			
Geotechnical			

TOTAL FOR UTILITY COORDINATION	\$519.60
---------------------------------------	-----------------

FEE JUSTIFICATION EXHIBIT
 MANHOURS BY CLASSIFICATION
 MEETINGS/CONFERENCES

OWNER: Monroe County
 PROJECT: Bridge No. 308
 DESCRIPTION: Bridge Replacement
 DES. NO: 1902772

Task	Manhours by Classification					
	Proj. Mgr.	Proj. Mgr.	Proj. Eng.	Environmental Analyst	CAD Tech	Total
Meelings/Conferences		16	16			32
Final Plans						
Total Hours	0	16	16	0	0	32
Hourly Rate	\$63.40	\$63.40	\$47.02	\$29.57	\$33.57	
Total Labor	\$0.00	\$1,014.40	\$752.32	\$0.00	\$0.00	\$1,766.72
Overhead (189.89%)						\$3,356.59
Labor + Overhead						\$5,123.31
Profit (15%)						\$768.50
FCCM (.30%)						\$5.30
Total						\$6,897.11
USE						\$5,900.00

**FEE JUSTIFICATION EXHIBIT
MAN-HOURS BY CLASSIFICATION**

ASBESTOS INSPECTION

OWNER: Monroe County

PROJECT: Bridge No. 308 on Rockport Road over Branch of Clear Creek

DESCRIPTION: Bridge Replacement

Task	Man-hours by Classification		
	SENIOR EA	ENVIRON ANALYST	TOTAL
Data Collection		2	2
Field Inspection		8	8
Bulk Sample Analysis		2	2
Report Preparation	2	4	6
Revisions as necessary		2	2
Total Hours	2	18	20
Hourly Rate	\$59.00	\$29.57	
Total Labor	\$118.00	\$532.26	\$650.26
Overhead (189.99%)			\$1,235.43
Labor + Overhead			\$1,885.69
Profit (15%)			\$282.85
Direct Non-Salary Costs			\$143.72
FCCM (.30%)			\$1.95
TOTAL			\$2,314.21
USE			\$2,300.00

**ASBESTOS INSPECTION
DIRECT COSTS**

Task	X	Y	Z	TOTAL
MILEAGE				
(X miles/roundtrip) x (Y Trips) x (\$0.38/mile) =	144	1	\$0.38	\$54.72
XEROX COPIES: ASBESTOS INSPECTION REPORT				
(8.5 x 11) (X sets) x (Y pages/set) x (\$0.15/page)	3	20	\$0.150	\$9.00
BULK SAMPLE ANALYSIS				
(Y Samples) x (\$20.00/sample) =		4	\$20.00	\$80.00
TOTAL				\$143.72