



**MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA  
SEPTEMBER 23, 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**
  - **SEPTEMBER 16, 2020**
- VI. APPROVAL OF CLAIMS DOCKET**
  - **ACCOUNTS PAYABLE – SEPTEMBER 23, 2020**
  - **PAYROLL – SEPTEMBER 25, 2020**
- VII. REPORTS**
  - **TREASURER – AUGUST 2020**

**4**

**10**

## VIII. NEW BUSINESS

- A. MOVE TO APPROVE: 2020 GENERAL ELECTION POLLING SITE LOCATIONS AND EARLY VOTING HOURS. 12**  
**FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A**  
Executive Summary: 2020 General Election Poll locations; and hours for early voting.  
**Tressia Martin, Chief Deputy Clerk**
- B. MOVE TO APPROVE: RESOLUTION 2020-41; PARKS AND RECREATION SURPLUS PROPERTY. 17**  
**FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A**  
Executive Summary: Kawasaki ATV, John Deere MX8 brush cutter and (18) Disc Golf Baskets.  
**Kellie Witmer, Parks and Recreation**
- C. MOVE TO APPROVE: THE GUARDEN, LLC DIVERSITY TRAINING PROGRAM. 20**  
**FUND NUMBER: GENERAL FUND NUMBER: 1000 AMOUNT: \$292,500**  
Executive Summary: Diversity training for MC employees.  
**Elizabeth Sensenstein, Human Resources**
- D. MOVE TO APPROVE: JUSTIN CROSSLEY VIDEOGRAPER AGREEMENT. 25**  
**FUND NAME: MATERNAL AND CHILD HEALTH FUND NUMBER: 8159**  
**AMOUNT: \$600**  
Executive Summary: The MC Women’s Commission was awarded a new grant from the Indiana Department of Health. The purpose of the grant is to promote healthy eating and maternal/child health. The Women’s Commission is partnering with Banneker Community Center to present a cooking class to the public. This agreement is to pay the videographer, Justin Crossley, to livestream the class.  
**Jessica McClellan, Treasurer**
- E. MOVE TO APPROVE: CHEF GAVIN EVERETT CULINARY SERVICES AGREEMENT. 45**  
**FUND NAME: MATERNAL AND CHILD HEALTH FUND NUMBER: 8159**  
**AMOUNT: \$600**  
Executive Summary: The MC Women’s Commission was awarded a new grant from the Indiana Department of Health. The purpose of the grant is to promote healthy eating and maternal/child health. The Women’s Commission is partnering with Banneker Community Center to present a cooking class to the public. This agreement is to pay Chef Gavin Everett for the supplies needed for the class.  
**Jessica McClellan, Treasurer**

**F. MOVE TO APPROVE: VET ENVIRONMENTAL CONSULTATION AND PHASE I REVIEW OF THE QUARRY PROPERTIES. 48**

**FUND NAME: GENERAL FUND NUMBER: 1000 AMOUNT: NOT TO EXCEED \$4,500**

Executive Summary: This agreement provides for additional environmental services on all but two parcels for the potential quarry purchase.

**Jeff Cockerill, Attorney**

**G. MOVE TO APPROVE: PACCAR FINANCIAL CORPORATION LEASE AND PURCHASE AGREEMENT. 53**

**FUND NAME: MOTOR VEHICLE HIGHWAY FUND NUMBER: 1176 AMOUNT: \$731,380**

Executive Summary: Purchase agreement is for five (5) new dump trucks for the highway fleet. The lease agreement is for three (3) years. Yearly payment is \$253,845.05. The first year has a document fee of \$450 that will be included in the payment.

**Lisa Ridge, Highway**

**H. MOVE TO APPROVE: INDOT CHANGE ORDER #2 FOR THE CEDAR FORD COVERED BRIDGE #38. 71**

**FUND NAME: CUMULATIVE BRIDGE FUND NUMBER: 1135 AMOUNT: \$6,468.35**

Executive Summary: This change order is due to the concerns of using backfill Type 1 vs Structure Backfill Type 4 because of the continuous flooding within the area of the abutments.

**Lisa Ridge, Highway**

**IX. APPOINTMENTS**

**X. ANNOUNCEMENT**

**XI. ADJOURNMENT**



**MONROE COUNTY BOARD OF COMMISSIONERS'**  
**MINUTES SUMMARY\***  
**SEPTEMBER 16, 2020**  
**10:00 am**  
**VIA ZOOM**

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUJwV3RoeDFldG5GUT09>

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 JONES**
- III. DEPARTMENT UPDATES**
  - Health – Penny Caudill
  - Emergency Management – Allison Moore
  - Highway – Lisa Ridge
- IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**
  - Jim Shelton – CASA
- V. APPROVAL OF MINUTES**
  - SEPTEMBER 2, 2020 **REVISED**
  - SEPTEMBER 9, 2020

Jones made motion to approve. Githens seconded.
- VI. APPROVAL OF CLAIMS DOCKET**
  - **ACCOUNTS PAYABLE – SEPTEMBER 16, 2020**

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.

## **VII. NEW BUSINESS**

### **A. MOVE TO APPROVE: RATIFICATION OF MONROE COUNTY CLERK CONTRACT WITH CONVENTION CENTER.**

**FUND NAME: ELECTION FUND NUMBER: 1215-30006-0062 AMOUNT: \$3,450**

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: SITEIMPROVE AGREEMENT REGARDING ADA COMPLIANCE.**

**FUND NAME: CUMULATIVE CAPITAL DEVELOPMENT FUND NUMBER: 1138-30041  
AMOUNT: \$11,750**

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: MATRIX INTEGRATION FOR IT CONSULTING SERVICES.**

**FUND NAME: CUMULATIVE CAPITAL DEVELOPMENT FUND NUMBER: 1138-30025  
AMOUNT: \$5,820**

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: (A) PUBLIC HEARING REGARDING ADDING BENTON TOWNSHIP TO THE MONROE FIRE PROTECTION DISTRICT AND;  
(B) ORDINANCE 2020-36- ADDING BENTON TOWNSHIP TO THE MONROE FIRE PROTECTION DISTRICT.**

Thomas opened the Public Hearing.

Public comment:

Michelle Bright, Benton Township Trustee  
Charley Powers, Fire Chief Benton Township  
Joe Husk – Benton Township Board Member  
Hans Kelson – Benton Township Board Member  
Dustin Dillard, Fire Chief MFPD  
Emma – Community resident  
Ernie Frazo – Community resident

Thomas closed the public hearing  
Jones made motion to approve. Githens seconded.  
Attorney Jeff Cockerill called roll.  
Thomas – yes  
Jones – yes  
Githens – yes  
Motion carried 3-0.

**E. MOVE TO APPROVE: CSX TRANSPORTATION, INC AGREEMENT.**

**FUND NAME: WESTSIDE TIF      FUND NUMBER: 4920      AMOUNT: \$14,300**

Jones made motion to approve. Githens seconded.  
Ridge noted the correct fund name should be Westside TIF.  
Public comment – None.  
Attorney Jeff Cockerill called roll.  
Thomas – yes  
Jones – yes  
Githens – yes  
Motion carried 3-0.

**F. MOVE TO APPROVE: ORDINANCE 2020-35; AMEND THE FOLLOWING ORDINANCES:  
SPEED LIMIT 86-09; STOP SIGN 86-06; YIELD SIGN 86-12 AND NO TRUCKS 89-01.**

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: INDOT CHANGE ORDER #18 FOR FULLERTON PIKE PH I.**

**FUND NAME: LOCAL ROAD AND STREET**

**FUND NUMBER: 1169**

**AMOUNT: \$7,804.99**

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.

**VIII. APPOINTMENTS**

- None

**IX. ANNOUNCEMENTS**

- On My Way Pre-K awards grants to 4 year olds from low-income families so that they may have access to a high-quality pre-K program the year before they begin kindergarten. Families who receive a grant may use the grant at any approved On My Way Pre-K program. For more information please contact Jennifer Myers at the Community Foundation of Bloomington and Monroe County, 812.333.9016 or [jennifer@cfbmc.org](mailto:jennifer@cfbmc.org)
- If you have not yet responded to the 2020 Census you still have time to complete your questionnaire. This information is vital to our community. To learn more or to submit your questionnaire you may call **1.844.330.2020**, online [www.2020census.gov](http://www.2020census.gov) or mail to **US Census Bureau, National Processing Center, 1201 E 10<sup>th</sup> Street, Jeffersonville, IN 474132**
- **ELECTION DAY IS TUESDAY, NOVEMBER 3, 2020**  
Last day to register to vote is Monday, Oct 5, 2020. To register or to check your voting status go to [www.indianavoters.com](http://www.indianavoters.com) or [www.monroecountyvoters.us](http://www.monroecountyvoters.us)

Early voting at Election Center located at 401 W 7<sup>th</sup> Street, Bloomington, IN 47404 on the following dates:

- October 6 – 9, 8am – 6 pm (Monday – Friday)
- October 12- 16, 8am – 6pm (Monday – Friday)
- October 19 – 23, 8am – 6pm (Monday – Friday)
- October 24, 9am – 4pm (Saturday)
- October 26 – 30, 8am – 6pm (Monday – Friday)
- October 31, 9am – 4pm (Saturday)
- November 2 – 8am – Noon (Monday)

- Monroe County Commissioners are sponsoring a **BLOOD DRIVE**, on the following dates:
  - Tuesday, September 29**
  - Thursday, October 22**
  - Monday, November 9**
  - Monday, December 21**

All appointment times will be **10 am to 3 pm** and held 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 or [www.redcross.org](http://www.redcross.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 coverings will be provided to you if you need them.
- 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 6<sup>th</sup> Street, Downtown Bloomington, Inc., 302 S College Ave.](#) or by calling the Commissioner’s office at 812.250.2550. You can pick up your window cling on **Tuesday, Wednesday and Thursday’s from 9-4** at the North Doors of the Courthouse.
- Monroe County Health Department has a complaint form on the County’s website if you have a complaint or issue with a business or retail establishment concerning face coverings, social distancing or gathering sizes. There is also a hotline 812. 803-6360.  
**THIS IS NOT FOR COMPLAINTS ON INDIVIDUALS!**
- Also on the County website main page is an application for those wishing to have a gathering larger than the current limits can request an increase by submitting an application. Go to [www.co.monroe.in.us](http://www.co.monroe.in.us) for more information and the application.
- Monroe County Government CARES Act Reimbursement Funds are available for local businesses who have incurred out of pocket expenses due to the COVID 19 pandemic. For more information or to apply visit the Monroe County website [www.co.monroe.in.us](http://www.co.monroe.in.us)
- Monroe County Commissioners and Monroe County Council have created the Assistance Fund for county residents who need assistance in paying rent or utilities. Contact your local Township Trustee for further information.

TOWNSHIP TRUSTEE	Phone	email
Bean Blossom- Ronald Hutson	812.935.7174	<a href="mailto:beanblossomtrustee19@gmail.com">beanblossomtrustee19@gmail.com</a>
Benton - Michelle Bright	812.339.6593	<a href="mailto:michelleabright@gmail.com">michelleabright@gmail.com</a>
Bloomington - Kim Alexander	812.336.4976	<a href="mailto:bloomingtontownship@in.gov">bloomingtontownship@in.gov</a>
Clear Creek - Thelma Jefferies	812.824.7225	<a href="mailto:thelma@bluemarble.net">thelma@bluemarble.net</a>
Indian Creek - Chris Reynolds	812.824.4981	<a href="mailto:chreyonlds812@gmail.com">chreyonlds812@gmail.com</a>
Perry - Dan Combs	812.336.3713	<a href="mailto:trustee@perrytownship.info">trustee@perrytownship.info</a>
Polk - Chris Spiek	812.837.9446	<a href="mailto:cspiek@bluemarble.net">cspiek@bluemarble.net</a>
Richland - Marty Stephens	812.876.2509	<a href="mailto:rttfrontdesk@bluemarble.net">rttfrontdesk@bluemarble.net</a>
Salt Creek - Donn Hall	812.837.9140	<a href="mailto:donnhall403@yahoo.com">donnhall403@yahoo.com</a>
Van Buren - Rita Barrow	812.825.4490	<a href="mailto:ybtrita@bluemarble.net">ybtrita@bluemarble.net</a>
Washington - Barbara Ooley	812.876.1188	<a href="mailto:ooleyb@yahoo.com">ooleyb@yahoo.com</a>

- Accepting applications for all Boards and Commission. Visit [www.co.monroe.in.us](http://www.co.monroe.in.us) for a list of all the Boards and Commission and the application.
- Next Commissioners' Meeting, Wednesday, September 23, 2020, 10am via Zoom.

## X. ADJOURNMENT

The minute's summary of the September 16, 2020 Board of Commissioners' meeting were approved on, September 23, 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.**

## COUNTY TREASURER'S MONTHLY REPORT

Required by IC 36-2-10-16 and IC 5-13

Month ending August 2020 MONROE COUNTY

## CHARGES:

1 Total Taxes Collected (Not Receipted to Ledger or Refunded).....	\$ 13,307,525.57
2 Advance Collection of Taxes.....	0.00
3 Bank, Building and Loan and Credit Union.....	0.00
4 Barrett Law Collections.....	0.00
5 Cash Change Fund.....	1,000.00
6 Conservancy District Collections.....	0.00
7 Demand Fees.....	0.00
8 Dog Tax.....	0.00
9 Drainage Assessments.....	0.00
10 Excess Tax Collections.....	0.00
11 Gross Income Tax on Real Estate.....	0.00
Wheel & Surtax.....	86,031.02
12 Vehicle license Excise Tax.....	3,482,073.50
13 Sewage Collections.....	0.00
14 Tax Sale Costs.....	0.00
15 Aircraft License Excise Tax.....	950.58
16 Auto Rental Excise Tax.....	152,597.89
17 Watercraft Title and Registration Fees (Boat Excise Tax).....	111,214.01
18 Lotto Excise Tax Cut.....	1,241,322.49
19 Heavy Equipment Rental.....	118,407.71
20.....	
21 Total Balances of all Ledger Accounts - Cash.....	84,601,866.17
22 Total Balances of all Ledger Accounts - Investments.....	0.00
23 Total Charges.....	\$ 103,102,988.94

## CREDITS:

24 Depository Balance as Shown by Daily Balance of Cash and Depositories Record (List in Detail on Reverse Side).....	\$ 82,506,803.50
25 Investments as Shown by Daily Balance of Cash and Depositories Record Column 12, Line 41.....	\$ 20,595,185.44
26 Total Cash on Hand at Close of Month:	
Currency.....	\$ 900.00
Coins.....	100.00
Checks, Money Orders, etc.....	0.00
Total.....	\$ 1,000.00
27.....	
28.....	
29.....	
30 Total.....	\$ 103,102,988.94
31 Cash Short (add).....	0.00
32 Cash Long (Deduct).....	0.00
33 Proof.....	\$ 103,102,988.94 \$ 103,102,988.94
34 Balance in all Depositories Per Daily Balance Record (Line 24 Above).....	\$ 82,506,803.50
35 Outstanding Warrant-Checks (Detail by Depositories on Reverse Side).....	(685,229.29)
36 Balance in all Depositories Per Bank Statements (Detail on Reverse Side).....	\$ 83,185,177.53
37 Deposits in Transit (Detail on Reverse Side).....	(13,144.74)
38 Proof.....	\$ 83,185,177.53 \$ 83,185,177.53

## ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

(a) Cash Change Fund Advanced by County.....	\$ 1,000.00
(b) Receipts Deposited in Depositories.....	
(c) Uncollected Items on Hand (List on Reverse Side).....	
(d) Total (Must Agree With Line 26 Above).....	\$ 1,000.00

State of Indiana, Monroe County: SS: I, the undersigned treasurer of the aforesaid County and State hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

Dated this 15th day of September 2020

  
County Treasurer

Note: Prepare in quadruplicate, retain one copy and give three copies to the County Auditor.

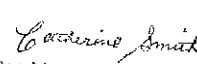
Original (White) --To be filed with County Auditor for Board of Finance.

Duplicate (Blue) --To be filed with County Auditor for Board of Commissioners.

Triplicate (Pink) --To be filed with County Auditor for transmission to State Board of Accounts.

Quadruplicate (Canary) --To be retained by County Treasurer.

**FILED**  
SEP. 14 2020

  
Auditor Monroe County, Indiana

COUNTY TREASURER'S

Required by IC 36-2-10-16  
and IC 5-13

MONROE COUNTY  
Month ending

August 31, 2020

STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH  
deposits+outstanding+BB balance=CB bal come back to cashbook balance

Aug-20

Name and Location of Depository	Balance Per Bank Statements	Deposits in Transit	Outstanding Warrant-Checks	Balance Per Daily Balance Cash & Depositories
001 - FFB Operating 1242	\$23,743,953.00	(\$150.00)	(\$662,121.40)	\$23,081,881.60
002 - FFB Payroll 3328	\$0.00	\$0.00	(\$3,107.89)	(\$3,107.89)
003 - FFB Sweep 6040	\$0.00	\$0.00	\$0.00	\$0.00
004 - FFB PERF 5596	\$0.00	\$0.00	\$0.00	\$0.00
005 - FFB Credit Card 5324	\$33,979.29	(\$2,377)	\$0.00	\$33,976.92
006 - FFB General 5535	\$52,143,185.86	(\$10,998.07)	\$0.00	\$52,132,187.79
013 - German American 3108	\$29,516.39	(\$3.76)	\$0.00	\$29,512.63
014 - TI TRECS 0001	\$2,025,314.68	(\$1,944.99)	\$0.00	\$2,023,369.69
016 - Redev-80-0305-02-9	\$0.00	\$0.00	\$0.00	\$0.00
027-ONB MC 20 Cap 80-0424-04-6	\$5,209,228.31	(\$45.55)	\$0.00	\$5,209,182.76
<b>Depository Totals</b>	<b>\$83,185,177.53</b>	<b>(\$13,144.74)</b>	<b>(\$665,229.29)</b>	<b>\$82,506,803.50</b>
007 - MS7203004 road & street	\$2,150,718.53	(\$54.64)	\$0.00	\$2,150,663.89
008 - MS7203017 cum bridge	\$3,227,734.67	(\$82.02)	\$0.00	\$3,227,652.65
009 - MS7202940 aviation gen	\$192,701.43	(\$4.90)	\$0.00	\$192,696.53
010 - MS7202979 aviation constr	\$427,811.10	(\$10.87)	\$0.00	\$427,800.23
011 - MS7202924 aviation building	\$640,856.12	(\$16.28)	\$0.00	\$640,839.84
012 - MS7202953 property re-assesmt	\$526,198.49	(\$13.37)	\$0.00	\$526,185.12
017 - Redev-80-0267-02-3	\$57,582.45	(\$108.74)	\$0.00	\$57,473.71
018 - Redev-80-0267-01-5	\$4.24	\$187.48	\$0.00	\$183.24
019 - Redev-80-0306-01-1	\$433.47	(\$0.38)	\$0.00	\$433.09
020 - Redv corn 80-0306-03-7	\$297,320.97	(\$2.53)	\$0.00	\$297,318.44
021 - Bank of New York Mellon/Holdings	\$10,054,198.94	\$3,333.06	\$0.00	\$10,057,532.00
022-ONB MC18 Bond Int 80-0386-01-3	\$43.91	\$0.00	\$0.00	\$43.91
023-ONB MC18 Constr 80-0386-03-9	\$0.00	\$0.00	\$0.00	\$0.00
024-ONB MC18 Surplus 80-0386-02-1	\$0.00	\$0.00	\$0.00	\$0.00
025-ONB MC 20 P&I 80-0424-01-2	\$22.25	(\$0.02)	\$0.00	\$22.23
026-ONB MC 20 Debt 80-0424-03-8	\$515,333.46	(\$4.39)	\$0.00	\$515,329.07
028-FFB COD 1740030729	\$2,500,000.00	\$0.00	\$0.00	\$2,500,000.00
<b>Investment Totals</b>	<b>\$20,591,960.04</b>	<b>\$3,225.40</b>	<b>\$0.00</b>	<b>\$20,595,185.44</b>
<b>Totals</b>	<b>\$103,777,137.57</b>	<b>(\$9,919.34)</b>	<b>(\$665,229.29)</b>	<b>\$103,101,988.94</b>
* Interest				
** Outstanding Checks				
***Reconciling item per St Bd of Accts				
****Bank Error				
<b>Warrants &amp; Deposits in Transit</b>				<b>\$675,148.63</b>

ADVANCE CKS FOR SETTLEMENT

(Checks and other items returned by depositories and in process of collection at close of month)

Date Originally Received	Received From	For	Date Returned	Returned by (Name of Dep)	Reason for Return	Amount
Total						

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 10/23/2020

Item for Formal Meeting? ☐

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☒

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

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

POLLING SITES FOR THE 2020 GENERAL  
EARLY VOTING HOURS AND LOCATION

Vendor #

If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name:

Fund Number:

Amount:

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

Executive Summary:

28 POLLING LOCATIONS FOR THE 2020 GENERAL AND EARLY VOTING HOURS AND LOCATION

Person Presenting: TREE MARTIN

Department: CLERK'S OFFICE

Attorney who reviewed:

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

Submitted by:

Date:

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

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



### **Option 1: 22 Days of Early Voting to Vote in Person**

- ✓ Come to Election Central, 401 W. 7th St., Suite 100  
Bloomington, 47404
- ✓ Bring your photo ID and wear a mask
- ✓ Hours to Vote Early in Person:

Tues, Oct 6 – Fri, Oct 9	8:00 a.m. – 6:00 p.m.
Mon, Oct 12 – Fri, Oct 16	8:00 a.m. – 6:00 p.m.
Mon, Oct 18 – Fri, Oct 23	8:00 a.m. – 6:00 p.m.
Saturday Oct 24	9:00 a.m. – 4:00 p.m.
Mon, Oct 26 – Fri, Oct 30	8:00 a.m. – 6:00 p.m.
Saturday, Oct 31	9:00 a.m. – 4:00 p.m.
Monday, Nov 2	8:00 a.m. – 12:00 noon

## 28 Election Day Polls – **by Poll** - 2020 General

<i>Poll Name</i>	<i>Poll Address</i>	<i>Precincts Voting at Poll</i>
The Academy	→ 444 S Patterson Dr, Bloomington, 47403 →	Perry 1, 29 & 30
Arlington Heights Elementary School	→ 700 W Parrish Rd, Bloomington, 47404 →	Bloomington 14, 15 & 24
Binford Elementary School	→ 2300 E 2 <sup>nd</sup> St, Bloomington, 47401 →	Bloomington 8; Perry 17 & 20
Bloomington High School South	→ 1965 S Walnut St, Bloomington, 47401 →	Perry 9, 10, 12, 13 & 32
Burgoon Baptist Church	→ 8598 E Burgoon Church Rd, Blmgtn, 47401 →	Polk
Eastview Church of the Nazarene	→ 4545 E Lampkins Ridge Rd, Blmgtn, 47401 →	Perry 21 & 26; Salt Creek
Ellettsville Christian Church	→ 731 Independence St, Ellettsville, 47429 →	Richland 1, 2, 5 & 6
Evangelical Community Church	→ 503 S High St, Bloomington, 47401 →	Bloomington 21; Perry 7 & 16
Fairview Elementary School	→ 500 W 7 <sup>th</sup> St, Bloomington, 47404 →	Bloomington 1, 6 & 20
Faith Lutheran Church	→ 2200 S High St., Bloomington, 47401 →	Perry 14
Family Worship Center	→ 8449 N Fox Hollow Rd, Bloomington, 47408 →	Bloomington 12; Washington
Free Methodist Church	→ 1121 S Lincoln St, Bloomington, 47401 →	Perry 6, 8, 15 & 31
Grandview Elementary School	→ 2300 S Endwright Rd, Bloomington, 47403 →	Van Buren 4, 5 & 6
Harrodsburg Community Center	→ 1002 W Popcorn Rd, Bloomington, 47403 →	Clear Creek 3
Highland Park Elementary School	→ 900 S Park Square Dr, Bloomington, 47403 →	Van Buren 1, 2 & 3
Indian Creek Lions Club	→ Corner of Rockport Rd & Tarkington Ln, Bloomington, 47403 →	Indian Creek
Indiana Memorial Union Solarium	→ 900 E 7 <sup>th</sup> St, Bloomington, 47405 →	Bloomington 5, 18, 19 & 23
Jackson Creek Middle School	→ 3980 S Sare Rd, Bloomington, 47401 →	Perry 11, 23, 24 & 28
St. John's Catholic Church	→ 4607 W St Rd 46, Bloomington, 47404 →	Richland 3, 4, 7, 8 & 9
Sherwood Oaks Christian Church	→ 2700 E Rogers Rd, Bloomington, 47401 →	Perry 18, 19 & 22
Smithville Christian Church	→ 7280 S Fairfax Rd, Bloomington, 47401 →	Clear Creek 2
Southside Christian Church	→ 500 E Empire Mill Rd, Bloomington, 47401 →	Clear Creek 1; Perry 4, 25, 27
Stinesville Lions Club	→ 8060 N Stinesville Rd, Gosport, 47433 →	Bean Blossom 1 & 2
Summit Elementary School	→ 1450 W Countryside Ln, Blmgtn, 47403 →	Perry 2, 3 & 5
Tri North Middle School	→ 1000 W 15 <sup>th</sup> St, Bloomington, 47404 →	Bloomington 2
Unionville Elementary School	→ 8144 E St Rd 45, Unionville, 47468 →	Benton 1 & 2
Unitarian Universalist Church	→ 2120 N Fee Ln, Bloomington, 47408 →	Bloomington 3, 4, 7, 13, 17, 22
University Elementary School	→ 1111 N Russell Rd, Bloomington, 47408 →	Bloomington 9, 10, 11 & 16

## 28 Election Day Polls – **by Precinct** - 2020 General

<i>Precinct</i>	<i>Poll Name</i>	<i>Poll Address</i>
Bean Blossom 1 & 2	Stinesville Lions Club →	8060 N Stinesville Rd, Gosport, 47433
Benton 1 & 2	Unionville Elementary School →	8144 E St Rd 45, Unionville, 47468
Bloomington 1	Fairview Elementary School →	500 W 7 <sup>th</sup> St, Bloomington, 47404
Bloomington 2	Tri North Middle School →	1000 W 15 <sup>th</sup> St, Bloomington, 47404
Bloomington 3, 4	Unitarian Universalist Church →	2120 N Fee Ln, Bloomington, 47408
Bloomington 5	Indiana Memorial Union Solarium →	900 E 7 <sup>th</sup> St, Bloomington, 47405
Bloomington 6	Fairview Elementary School →	500 W 7 <sup>th</sup> St, Bloomington, 47404
Bloomington 7	Unitarian Universalist Church →	2120 N Fee Ln, Bloomington, 47408
Bloomington 8	Binford Elementary School →	2300 E 2 <sup>nd</sup> St, Bloomington, 47401
Bloomington 9, 10, 11	University Elementary School →	1111 N Russell Rd, Bloomington, 47408
Bloomington 12	Family Worship Center →	8449 N Fox Hollow Rd, Bloomington, 47408
Bloomington 13	Unitarian Universalist Church →	2120 N Fee Ln, Bloomington, 47408
Bloomington 14, 15	Arlington Heights Elementary School →	700 W Parrish Rd, Bloomington, 47404
Bloomington 16	University Elementary School →	1111 N Russell Rd, Bloomington, 47408
Bloomington 17	Unitarian Universalist Church →	2120 N Fee Ln, Bloomington, 47408
Bloomington 18, 19	Indiana Memorial Union Solarium →	900 E 7 <sup>th</sup> St, Bloomington, 47405
Bloomington 20	Fairview Elementary School →	500 W 7 <sup>th</sup> St, Bloomington, 47404
Bloomington 21	Evangelical Community Church →	503 S High St, Bloomington, 47401
Bloomington 22	Unitarian Universalist Church →	2120 N Fee Ln, Bloomington, 47408
Bloomington 23	Indiana Memorial Union Solarium →	900 E 7 <sup>th</sup> St, Bloomington, 47405
Bloomington 24	Arlington Heights Elementary School →	700 W Parrish Rd, Bloomington, 47404
Clear Creek 1	Southside Christian Church →	500 E Empire Mill Rd, Bloomington, 47401
Clear Creek 2	Smithville Christian Church →	7280 S Fairfax Rd, Bloomington, 47401
Clear Creek 3	Harrodsburg Community Center →	1002 W Popcorn Rd, Bloomington, 47403
Indian Creek	Indian Creek Lions Club →	Corner of Rockport Rd & Tarkington Ln, Bloomington, 47403
Perry 1	The Academy →	444 S Patterson Dr, Bloomington, 47403
Perry 2, 3	Summit Elementary School →	1450 W Countryside Ln, Bloomington, 47403
Perry 4	Southside Christian Church →	500 E Empire Mill Rd, Bloomington, 47401

(continued)



## 28 Election Day Polls – **by Precinct** - 2020 General

<i>Precinct</i>	<i>Poll Name</i>	<i>Poll Address</i>
Perry 5	Summit Elementary School →	1450 W Countryside Ln, Bloomington, 47403
Perry 6	Free Methodist Church →	1121 S Lincoln St, Bloomington, 47401
Perry 7	Evangelical Community Church →	503 S High St, Bloomington, 47401
Perry 8	Free Methodist Church →	1121 S Lincoln St, Bloomington, 47401
Perry 9, 10	Bloomington High School South →	1965 S Walnut St, Bloomington, 47401
Perry 11	Jackson Creek Middle School →	3980 S Sare Rd, Bloomington, 47401
Perry 12, 13	Bloomington High School South →	1965 S Walnut St, Bloomington, 47401
Perry 14	Faith Lutheran Church →	2200 S High St., Bloomington, 47401
Perry 15	Free Methodist Church →	1121 S Lincoln St, Bloomington, 47401
Perry 16	Evangelical Community Church →	503 S High St, Bloomington, 47401
Perry 17	Binford Elementary School →	2300 E 2 <sup>nd</sup> St, Bloomington, 47401
Perry 18, 19	Sherwood Oaks Christian Church →	2700 E Rogers Rd, Bloomington, 47401
Perry 20	Binford Elementary School →	2300 E 2 <sup>nd</sup> St, Bloomington, 47401
Perry 21	Eastview Church of the Nazarene →	4545 E Lampkins Ridge Rd, Blmgt, 47401
Perry 22	Sherwood Oaks Christian Church →	2700 E Rogers Rd, Bloomington, 47401
Perry 23, 24	Jackson Creek Middle School →	3980 S Sare Rd, Bloomington, 47401
Perry 25	Southside Christian Church →	500 E Empire Mill Rd, Bloomington, 47401
Perry 26	Eastview Church of the Nazarene →	4545 E Lampkins Ridge Rd, Blmgt, 47401
Perry 27	Southside Christian Church →	500 E Empire Mill Rd, Bloomington, 47401
Perry 28	Jackson Creek Middle School →	3980 S Sare Rd, Bloomington, 47401
Perry 29 & 30	The Academy →	444 S Patterson Dr, Bloomington, 47403
Perry 31	Free Methodist Church →	1121 S Lincoln St, Bloomington, 47401
Perry 32	Bloomington High School South →	1965 S Walnut St, Bloomington, 47401
Polk	Burgoon Baptist Church →	8598 E Burgoon Church Rd, Blmgt, 47401
Richland 1, 2	Ellettsville Christian Church →	731 Independence St, Ellettsville, 47429
Richland 3, 4	St. John's Catholic Church →	4607 W St Rd 46, Bloomington, 47404
Richland 5 & 6	Ellettsville Christian Church →	731 Independence St, Ellettsville, 47429
Richland 7, 8 & 9	St. John's Catholic Church →	4607 W St Rd 46, Bloomington, 47404
Salt Creek	Eastview Church of the Nazarene →	4545 E Lampkins Ridge Rd, Blmgt, 47401
Van Buren 1, 2 & 3	Highland Park Elementary School →	900 S Park Square Dr, Bloomington, 47403
Van Buren 4, 5 & 6	Grandview Elementary School →	2300 S Endwight Rd, Bloomington, 47403
Washington	Family Worship Center →	8449 N Fox Hollow Rd, Bloomington, 47408

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: September 30, 2020

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

OR

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

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

Surplus Resolution 2020-41

Vendor #

                      
*If new vendor, enter 'NEW'*

*All Grants must complete the following*

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:                                     

Federal Program:                                     

CFDA #                     

Federal Award Number and Year:                     

*Or other identifying number*

Pass Through Entity                                     

Amount Received

Federal:                     

State:                     

Local Match:                     

Total Received:                     

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

Fund Name:                                     

Fund Number:                                     

Amount:                     

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

Executive Summary:

Surplus Request:

Kawasaki ATV - It does not operate efficiently or safely, approximately 15 years old, not worth repairing.

John Deere MX8 brush cutter - obsolete and rusty, very old.

(18) Disc Golf Baskets - new baskets were donated to Karsl Farm Park by Bloomington Bible Church, old baskets approximately 20 years old.

Parks Board request that old baskets be donated to Wheeler Mission Camp Hunt Training Center located in Northern Monroe County per the donor's request.

Person Presenting: Kelli Wiltner

Department: MC Parks & Recreation

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

Submitted by: Kelli Wiltner

Date: 09-17-20

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

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

**RESOLUTION 2020-41  
RESOLUTION CONCERNING SURPLUS PROPERTY**

A resolution to declare certain personal property of Monroe County to be no longer needed and unfit for the purpose for which it was intended, and to be considered surplus property for purposes of disposal.

**WHEREAS**, the Board of Commissioners of Monroe County, Indiana are empowered to declare unneeded property to be surplus property; and,

**WHEREAS**, the Board of Commissioners of Monroe County, Indiana, may authorize the disposal of surplus property pursuant to IC 5-22-22- *et seq.*;

**NOW, THEREFORE**, be it resolved by the Board of Commissioners of Monroe County, Indiana, that:

1. Pursuant to IC 5-22-22 Sections 3 and 6, the property set forth in the attached exhibit A shall be considered to be surplus for purposes of disposal.
2. The property includes more than one item with an estimated value of less than Five Thousand Dollars (\$5,000.00); if it is determined that the cost to sell the items is more than the estimated value, those particular items may be demolished, sold as scrap metal or junked and not sold.
3. The property described in Exhibit A may be sold at either a public auction, private sale, or traded in. If any of the above-described property fails to sell at the public auction, it may be demolished or junked, or if hazardous, disposed of for recycling pursuant to contract with the Monroe County Solid Waste District. The 18 disc golf baskets will be donated to the Wheeler Missions, an Indiana not-for-profit corporation.
4. The above-described property may be removed from the Monroe County fixed asset inventory.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**MONROE COUNTY BOARD OF COMMISSIONERS**

**"YEAS"**

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Penny Githens, Commissioner

**"NAYS"**

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Penny Githens, Commissioner

**ATTEST:**

\_\_\_\_\_  
Catherine Smith, Monroe County Auditor

## Exhibit A



(18) Disc Golf Baskets



John Deere MX8 brush cutter



Kawasaki Mule



MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 9/23/2020

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

Title of item to appear on the agenda:

*Include VENDOR's Name in title if appropriate*

Approval of Contract between Monroe County and The Guarden, LLC.

*All Grants must complete the following*

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

*Or other identifying number*

Pass Through Entity

**Amount Received**

Federal:

State:

Local Match:

Total Received:

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

Fund Name: County General

Fund Number 1000

Amount: \$292,500

**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 Guarden, LLC. contract approval for employee training program.

Person Presenting: Elizabeth Sensenstein

Department: Human Resources

Attorney who reviewed:

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

Submitted by: Elizabeth Sensenstein

Date: 9/18/2020

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

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



# INDEPENDENT CONTRACTOR AGREEMENT

This Employee Training Agreement ("Agreement") made \_\_\_\_\_, 20\_\_\_\_ by  
and between Monroe County Government ("Employer") and The Guarden LLC ("Independent Contractor").

The Guarden LLC is an independent contractor willing to provide certain skills and abilities for which the Employer has a demand and need.

In consideration of the mutual terms, conditions, and covenants hereinafter set forth, Employer and The Guarden LLC agree as follows:

**1. Work Status.** The Employer hereby employs The Guarden LLC as an independent contractor, and The Guarden LLC hereby accepts employment.

**2. Start Date.** The term of this Agreement shall commence on execution by the parties and appropriation of funding by the County Council. Either party may terminate the contract based upon the Base Group Evaluation which is to be completed within one (1) year from contract execution.

**3. Services Provided.** The Employer shall pay The Guarden LLC, and the The Guarden LLC shall accept from the Employer as compensation for the following services to be provided, and as referenced in the attached exhibit A:

**Evaluations:** The Guarden LLC shall conduct three (3) evaluations of Monroe County Government. Evaluations will include:

## Pre-training Survey—Climate Assessment

**Base Group Evaluation:** Determine the effectiveness of the Training; either party may terminate the contract based upon this Evaluation.

**Post-training Survey** (unless contract is cancelled after the Base Group Evaluation)—Climate Assessment with an organizational profile.

**Trainings:** Each employee will receive training sessions over the course of the contract in the following areas for a minimum of 225 staff. Such minimum 225 staff, (up to 300) shall be deemed the Base Group. Each training shall be for at least three (3) hours:

1. De-escalation
2. Identifying and confronting Bias
3. Imposter syndrome & the workplace
4. Bystander Intervention
5. Culturally-sensitive communication

**Human Resources Consultation:** The Guarden LLC agrees to offer one hour of consultation on a weekly basis with County Management regarding Human Resource implementation and problem solving.

**Training Video.** A training video that the County will have all intellectual property rights in to, that can be used for training new staff and/or refreshing already trained staff. Such video shall be created with the consultation of County Management.

**Other Services** on an as needed basis: Remediation and reconciliation meetings with staff and management up to an average of 90 minutes per week of the contract.

**4. Compensation.** The Employer shall compensate The Guarden LLC in the following manner:  
**Billing:** The Guarden LLC will bill The Employer for the first 225 employees, **\$25 per for employee within 15 days of contract execution and council funding approval and \$235 per employee per training session.** Employees after the initial 225 shall be billed at \$240 per employee per training session. The Guarden LLC shall provide an invoice after each training session and the County shall pay within 30 days of the invoice. All invoices shall be submitted the Human Resources Department, who shall verify the training.

**Costs include:**

1. All training, evaluation, and survey materials
2. All trainer time
3. All overhead and other related costs, such as insurance, etc.
4. A training video that the County will have all intellectual property rights in to, that can be used for training new staff and/or refreshing already trained staff. Such video shall be created with the consultation of County Management.

**5. Proposed project timeline:** The following timeline shall serve as a guide for completion for the Employer and Independent Contractor, Independent Contractor shall work the County Human Resources Department for actual training schedules:

**Timeline:**

1. *Pre-training survey* within 30 days from contract execution and council funding approval
2. *Presentation of pre-training survey* 15 days after Pre-training Survey execution
3. *Weekly trainings begin* within 60 days from contract execution
4. *Base Group evaluation* to be administered 10 months from contract execution
5. *Presentation of Base Group Evaluation to the County* 1 year from contract execution:  
Presentation must show objective information demonstrating 1) the types of training performed, 2) the number of employees trained and 3) effect of the training on those that have been trained. The evaluation should also indicate any significant obstacles the contractor has encountered during the initial period.
6. *Completion of all contracted trainings, post training survey, and presentation of post training survey results to HR* 2 years from contract execution

**6. Materials.** The Independent Contractor's materials used for providing the services shall ☐ be reimbursed ☒ not be reimbursed by the Employer.

**7. Other Business Activity.** The Independent Contractor may engage in other business activities provided, however, that Independent Contractor shall not during the term of this Agreement solicit the Employer's employees, clients, accounts, or other related business endeavors of the Employer.

**8. Unplanned Events.** If for reasons beyond the control of the Employer and Independent Contractor should affect this Agreement, this Agreement shall be reviewed immediately. Such events include, but are not limited to, illness, incapacitation, death, or other "Acts of God". However, the current COVID health emergency is not an unplanned event for the purpose of this contract. Both parties understand that implementation of the trainings through electronic means, while not preferable, may be required due to the COVID health emergency.

**9. Assignment.** Neither the Employer nor the Independent Contractor may assign this Agreement without the express written consent of the other party.

**10. 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.

**11. 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.

**12. 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 or its employees.

**13. 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.

**14. 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 concerning harassment under Monroe County Code section 296 which requires, in part that all persons who observe or otherwise learn of or have reason to suspect any conduct which may violate this policy shall promptly report such facts to their elected official, department head, the Human Resources Department or the Monroe County Legal Department, and shall cooperate fully in any investigation or disciplinary action undertaken pursuant to Monroe County Code 296. 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.

**15. 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.

**16. Final Agreement.** It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

**17. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws under the State of Indiana.

**18. Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

MONROE COUNTY BOARD OF COMMISSIONERS on \_\_\_\_ day of \_\_\_\_\_.

BY: \_\_\_\_\_  
Julie Thomas, President

BY: \_\_\_\_\_  
Lee Jones, Vice President

BY: \_\_\_\_\_  
Penny Githens, Member

ATTEST:

BY: \_\_\_\_\_  
Catherine Smith, Auditor

Independent Contractor's Signature: Nichelle Whitney Date: 9-18-2020

Print Name: Nichelle Whitney

**MONROE COUNTY BOARD OF COMMISSIONERS**

Date to be heard: 9/23/2020

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

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

Agreement with Justin Crossley Videographer re: Healthy Workplaces Grant

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: Maternal & Child Health Services Block G

Federal Program:

CFDA # 93.994

Federal Award Number and Year: 40590 2019

*Or other identifying number*

Pass Through Entity

**Amount Received**

Federal: 3,500

State:

Local Match:

Total Received: 3,500

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

Fund Name: Maternal and Child Health 93.994

Fund Number: 8159

Amount: 600

**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 Monroe County Women's Commission was awarded a grant from the Indiana Department of Health from the Indiana Healthy Workplaces division. The purpose of the grant is to promote healthy eating and maternal/child health. The Women's Commission is partnering with Banneker Community Center to present a cooking class to the public to promote healthy eating. The class will have up to 10 socially distanced participants and will be live streamed to make it available to more people. The grant will cover cooking supplies needed to hold the class and a stipend for the chef and the videographer. This contract is to pay videographer Justin Crossley a stipend of \$600 to livestream the class.

Person Presenting: Jessica McClellan

Department: Treasurer

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

Attorney who reviewed: Margie Rice

Submitted by: Jessica McClellan

Date: 9/18/2020

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

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

## Agreement for Professional Services

Agreement made between Justin Crossley, Videographer, ("Contractor") and the Monroe County Women's Commission and Monroe County Board of Commissioners (collectively, "Monroe County"). Contractor and Monroe County mutually agree as follows:

The terms of the Agreement enlists Contractor to livestream from the Banneker Community Center at 930 W. Seventh Street, Bloomington, IN 47404 one (1) cooking class involving up to ten (10) participants. The following terms shall apply:

1. **Scope of Project and Price.** Monroe County through the Monroe County Women's Class in partnership with the Banneker Community Center wishes to present, on September 29<sup>th</sup>, a cooking class in approximately a one (1) hour session to the public to promote healthy eating habits for women and children. The class will involve ten (10) participants and will be live streamed from the Banneker Center and funded by the Indiana Healthy Workplaces Grant. Contractor shall be the videographer for this event.  
  
The total amount paid to Contractor under this Agreement shall not exceed Six Hundred Dollars (\$600.00) without further written approval by Monroe County. Contractor shall submit invoices which shall be paid within forty-five (45) days of receipt.
2. **Term.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on or before October 1, 2020. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agree to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
4. **Worker's Compensation.** To the extent required by law, 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 Monroe County before commencement of work on the Agreement.
5. **Non-discrimination.** Contractor is aware of Monroe County's policy prohibiting harassment of any kind. If Contractor becomes aware of any harassment, Contractor shall immediately report harassment to the Monroe County Legal Department. In the performance of work under this Agreement, it is agreed that Contractor, any of his 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 their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their 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.
6. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
  - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
  - o 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.
  - o Contractor must sign affidavits affirming that Contractor does not knowingly employ an unauthorized alien.
7. **Independent Contractor.** It is fully understood and agreed that Contractor and his employees are serving as independent contractors and are not employed by Monroe County. As such the parties agree to the following:

- Contractor is NOT performing this work under the supervision or direction of Monroe County.
- Contractor shall use non-County materials and equipment to perform this work and to develop and duplicate any and all materials.
- Contractor shall have exclusive control over the means, methods and details of fulfilling the obligations under this Agreement. Contractor is not to receive direction or supervision from any Monroe County employee or representative. Monroe County will provide feedback to and review any drafts submitted by Contractor.
- Contractor executes this Agreement as an independent contractor and shall not be considered an employee or agent of Monroe County for any purpose.
- 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, as required by law.

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,** Contractors and Monroe County have executed this Agreement as dated below and, if executed in two counterparts, each shall be deemed an original.

\_\_\_\_\_  
Justin Crossley

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

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

"AYES"

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Penny Githens, Member

"NAYS"

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Penny Githens, Member

ATTEST:

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

## GRANT AGREEMENT

CONTRACT #0000000000000000000040590

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana State Department of Health (the "State") and **MONROE COUNTY** (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

### 1. Purpose of this Grant Agreement; Funding Source.

The purpose of this Grant Agreement is to enable the State to award a Grant of \$3,500.00 (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Attachments A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Federal Code § 16-19-3-1 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

#### FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):

Maternal & Child Health Services Block Grant to the States

CFDA # 93.994

If State Funds: Program Title N/A

### 2. Representations and Warranties of the Grantee.

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds or it made any material misrepresentation on its grant application.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as 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 Grantee.

### 3. Implementation of and Reporting on the Project.

- A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.
- B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a **monthly** basis and shall contain such detail of progress or performance on the Project as is requested by the State.



**4. Term.**

This Grant Agreement commences on **November 20, 2019** and shall remain in effect through **September 30, 2020**. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and as permitted by the state or federal law governing this Grant.

**5. Grant Funding.**

- A. The State shall fund this grant in the amount of **\$3,500.00**. The approved Project Budget is set forth as Attachment B of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

**6. Payment of Claims.**

- A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Claims shall be submitted to the State within twenty (20) calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than (thirty) 30 calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only, unless otherwise specified in **Attachments A or B**. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.
- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the

Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

**7. Project Monitoring by the State.**

The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Attachment A**, the grant application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Attachment B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

**8. Compliance with Audit and Reporting Requirements; Maintenance of Records.**

- A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.
- B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 et seq. if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).
- C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, [https://www.in.gov/sboa/files/erfa\\_2016.pdf](https://www.in.gov/sboa/files/erfa_2016.pdf). Guidelines for filling the annual report are included in **Attachment D** (Guidelines for Non-governmental Entities).
- D. The Grantee must provide a copy of its Audit Report to:  
  
Indiana State Department of Health  
2 North Meridian Street, Audit Section 2C-99  
Indianapolis, IN 46204

**9. Compliance with Laws.**

- A. The Grantee 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 thereunder after execution of

this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

- B. The Grantee 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 Grantee 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 Grant, the Grantee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee 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 Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-4 and under any other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project 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 for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC §5-22-3-7:
- 1) The Grantee and any principals of the Grantee certify that:
    - a) the Grantee, 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 Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, 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 this Grant Agreement even if IC §24-4.7 is preempted by federal law.

#### **10. Debarment and Suspension.**

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement 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 Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

#### **11. Drug-Free Workplace Certification.**

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

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

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee'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; and

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

#### **12. Employment Eligibility Verification.**

As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee 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 Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

#### **13. Funding Cancellation.**

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 performance of this Grant Agreement, it shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

#### **14. Governing Law.**

This Grant Agreement 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.

**15. Information Technology Accessibility Standards.**

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

**16. Insurance.**

The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

**17. Nondiscrimination.**

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant 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 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"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee 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.

**18. Notice to Parties.**

Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

Notices to the State shall be sent to:

Indiana State Department of Health  
ATTN: Contract and Audit Section  
2 North Meridian Street, Section 2-C  
Indianapolis, IN 46204  
E-mail: [isdhcontracts@isdh.in.gov](mailto:isdhcontracts@isdh.in.gov)

Notices to the Grantee shall be sent to:

Nichelle Whitney, Commission Chair  
Monroe County  
100 West Kirkwood Room 204  
Bloomington, IN 47404  
E-mail: [whitneyv@indiana.edu](mailto:whitneyv@indiana.edu)

As required by IC §4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

**19. Order of Precedence; Incorporation by Reference.**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below; (2) this Grant Agreement, (3) Attachments prepared by the State, (4) Invitation to Apply for Grant, (5) the Grant Application; and (6) Attachments prepared by Grantee. All of the forgoing are incorporated fully herein by reference.

**20. Public Record.**

The Contractor acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

**21. Termination for Breach.**

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

**22. Termination for Convenience.**

Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

**23. Travel.**

No expenses for travel will be reimbursed unless specifically authorized by this Grant.

**24. Federal and State Third-Party Contract Provisions.**

If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal grant / contract provisions attached as **Attachment C** and incorporated fully herein.

**25. Provision Applicable to Grants with tax-funded State Educational Institutions:  
"Separateness" of the Parties. - Deleted**

**26. HIPAA Compliance.**

If this Grant Agreement involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Grantee covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

**27. Amendments.**

No alteration or variation of the terms of this Grant shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or amendments, except a change between budget categories which requires the prior written consent of a duly authorized representative of the State, shall be subject to the contract approval procedure of the State.

**28. State Boilerplate Affirmation Clause.**

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2019 OAG/ IDOA Professional Services Contract Manual or the 2019 SCM Template) in any way except as follows: \_\_\_\_\_

Compliance with Audit and Reporting Requirements; Maintenance of Records-modified

HIPAA Compliance-added

Amendments-added

Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties



### Non-Collusion, Acceptance

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

### Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

[https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI\\_CUSTOM\\_APPS.SOI\\_PUBLIC\\_CNTRCTS.GBL](https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL)

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

MONROE COUNTY

By: Julie Thomas

Title: President, Board of Commissioners

Date: February 5, 2020

Indiana State Department of Health

By: 

Title: Rebecca Chauhan  
Chief Financial Officer

Date: 02/17/2020

Electronically Approved by: Department of Administration  By: Lesley A. Crane, Commissioner (for)	
Electronically Approved by: State Budget Agency  By: Zachary Q. Jackson, Director (for)	Electronically Approved as to Form and Legality: Office of the Attorney General  By: Curtis T. Hill, Jr., Attorney General (for)

**ATTACHMENT A**  
**Monroe County**

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**1. PURPOSE OF THIS GRANT**

**Attachment A is for the period of 11/30/19 to 09/30/20.**

This agreement will fund Monroe County to partner with the IU School of Nursing and support local community health education trainings specifically for women in for high-stress environments. These health education trainings will focus on healthy eating strategies, infant mortality, breastfeeding support, stress management, and increasing physical activity.

**2. GRANT ACTIVITIES**

During the period of 10/01/19 to 09/30/20 the grantee will:

1. Provide a series of workshops to educate on healthy workplace practices, including: healthy eating strategies, infant mortality, breastfeeding support, stress management, and increasing physical activity.

Scope of Work:

Monroe County will work with IU School of Nursing to offer a series of workshops over the course of 6 months. The program will offer printed materials (brochures, recipe cards, etc.) that include information relevant to each workshop. Monroe County will allow for several community agencies to receive health education that will advance health in the work place. The main audience is community-based organizations that serve at-risk populations therefore resulting in high- stress workplaces.

Deliverables:

The grantee will:

- Deliver health education workshops
- Provide Indiana State Department with required evaluation metrics due bi-monthly and at the end of the grant cycle to track TITLEV measures.

**3. ISDH will be responsible for:**

- ISDH staff from the Division of Nutrition and Physical Activity (DNPA) will provide grantee administration oversight, support and technical assistance as needed throughout this project period.

**4. INVOICES**

The grantee will be paid monthly in arrears upon receipt and approval of invoices.

## 5. ASSOCIATED DELIVERABLES

### In-State Travel

Travel (lodging, mileage, and per diem) will be paid based on the amount current rate being paid by the State of Indiana.

### Out-of-State Travel

Out of state travel will not be reimbursed as part of this grant agreement.

### Claim Vouchers

All invoices must be accompanied by written documentation of actual expenditures for all claimed items. The grantee will be paid monthly for deliverables defined and referenced above. Such payment shall be made in arrears upon receipt and approval of the invoices received.

Each invoice for services must be approved by the Indiana State Department of Health Division of Nutrition and Physical Activity (DNPA) Director or appointed designee within the DNPA before being accepted for reimbursement.

Invoices will be accompanied with a progress report detailing reach and description of services.

### Publications

### Justification:

This grant award will assist the Division of Nutrition and Physical Activity and the Maternal and Child Health division to complete deliverables in the HRSA Title V agreement, which has a focus on decrease obesity in youth and families. This grant award will do that by enhancing workplace wellness practices and supporting employees, as well as their families, in living healthy lifestyles.

### Attachment B: Budget

Name of Organization: Monroe County  
Program Description: Health education trainings  
Budget Period: 11/30/19-09/30/2020

Salaries and Wages	
Fringe Benefits	\$ -
Consultants	\$ 3,500.00
Contractual	\$ -
Supplies	
Equipment	
Travel	\$ -
Other Operating	
Total Budget	\$ 3,500.00

## **Attachment C: Federal Funding**

Federal Agency: Department of Health and Human Services

CFDA Number: 93.994

Award Number: B04MC32539

Award Name: Maternal and Child Health Services Block Grant to the States

### **1) Incorporation**

This award is based on the application, as approved, the Indiana State Department of Health (ISDH) submitted to the Department of Health and Human Services relating to the program and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a) The grant program legislation and program regulation by statutory authority as provided for this program and all other referenced codes and regulations.
- b) 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c) The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period. (Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>.)

The Contractor or Grantee (as defined in the Contract or Grant Agreement) must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Grant Policy Statements; requirements imposed by program statutes and regulations and grant administration regulations, as applicable; and any regulations or limitations in any applicable appropriations acts.

### **2) Anti-kickback Statute**

The Contractor or Grantee is subject to the anti-kickback statute and should be cognizant of the risk of criminal and administrative liability under this statute, 42 U.S.C. § 1320a-7b(b).

### **3) Victims of Trafficking and Violence Protection Act**

The Contractor or Grantee is subject to the requirements of Section 106(g) of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7104).

### **4) Accessibility of Services**

Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), and any provisions required by the implementing regulations of the Federal Agency providing the funds. Resources are available at <http://www.justice.gov/crt/about/cor/coord/titlevi.php>.

Executive Order 13166 requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency have meaningful access to services. Resources are available at <http://www.lep.gov/13166/eo13166.html>.

### **5) Federal Information Security Management Act (FISMA)**

The Contractor or Grantee must protect all information systems, electronic or hard copy which contains federal data from unauthorized access. Congress and the Office of Management and Budget (OMB) have instituted laws, policies, and directives that govern the creation and

implementation of federal information security practices that pertain specifically to grants and contracts. Resources are available at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

#### **6) Registration Requirements**

The Contractor or Grantee must register in the System for Award Management (SAM) and maintain the registration with current information. Additional information about registration procedures may be found at [www.sam.gov](http://www.sam.gov). The entity must maintain the accuracy and currency of its information in SAM at all times during which the entity has an active award unless the entity is exempt from this requirement under 2 CFR Subtitle A, Chapter II, Part 200. Additionally, the entity must review and update the information at least annually after the initial registration.

#### **7) Non-Delinquency on Federal Debt**

Contractor or Grantee is subject to the Federal Debt Collection Procedures Act of 1990, 28 U.S.C. § 3201(e), which imposes restrictions on the transfer of federal funds to persons or entities owing a debt to the United States.

#### **8) Federal Funds Disclosure Requirements**

Any of the entity's statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by federal funds must state a) the percentage of the total costs of the program or project with federal financing; b) the amount of federal funds for the project or program; and c) the percentage and dollar amount of the total costs of the project or program financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

Publications, journal articles, etc. produced under a grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

*This publication (journal article, etc.) was supported by the Maternal and Child Health Services Block Grant to the States from Department of Health and Human Services. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services.*

#### **9) Equipment and Products**

To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made. 2 CFR Subtitle A, Chapter II, Part 200.33 and 200.313 defines equipment as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

The grantee may use its own property management standards and procedures provided it observes provisions of the relevant sections in the Office of Management and Budget (OMB) 2 CFR Subtitle A, Chapter II, Part 200.500-520.

#### **10) Federal Funding Accountability and Transparency Act (FFATA)**

In order for ISDH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, the form, titled Transparency Reporting Subawardee Questionnaire. If

the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. ISDH will send this form in a separate e-mail.

#### **11) Federal Lobbying Requirements**

- a) The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c) The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

For more information, please contact the ISDH Division of Finance.

## **Attachment D -- Annual Financial Report for Non-governmental Entities**

Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
  - a. There is no filing fee to do this.
  - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
  - c. The E-1 electronical submission site is found at <https://gateway.ifionline.org/login.aspx>
  - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
  - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
  - f. Login credentials for filing the E-1 and additional information can be obtained using the [notforprofit@sboa.in.gov](mailto:notforprofit@sboa.in.gov) email address.
- 2) A tutorial on completing Form E-1 online is available at [https://www.youtube.com/watch?time\\_continue=87&v=nPpgtPcdUcs](https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs)
- 3) Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.



**MONROE COUNTY BOARD OF COMMISSIONERS**

Date to be heard: 9/23/2020

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

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

Agreement with Gavin Everett for culinary services re: Healthy Workplaces Grant

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: Maternal & Child Health Services Block G

Federal Program:                                     

CFDA # 93.994

Federal Award Number and Year: 40590 2019

*Or other identifying number*

Pass Through Entity                                     

**Amount Received**

Federal: 3,500

State:                     

Local Match:                     

Total Received: 3,500

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

Fund Name: Maternal and Child Health 93.994

Fund Number 8159

Amount: 600

**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 Monroe County Women's Commission was awarded a grant from the Indiana Department of Health from the Indiana Healthy Workplaces division. The purpose of the grant is to promote healthy eating and maternal/child health. The Women's Commission is partnering with Banneker Community Center to present a cooking class to the public to promote healthy eating. The class will have up to 10 socially distanced participants and will be live streamed to make it available to more people. The grant will cover cooking supplies needed to hold the class and a stipend for the chef and the videographer. This contract is to pay chef Gavin Everett a stipend of \$600 and reimburse him for supplies purchased for the class.

Person Presenting: Jessica McClellan

Department: Treasurer

Attorney who reviewed: Margie Rice  
*County Legal Review required prior to submission of this form for all contracts*

Submitted by: Jessica McClellan

Date: 9/18/2020

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

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

## Agreement for Professional Services

Agreement made between Gavin Everett, Chef, ("Contractor") and the Monroe County Women's Commission and Monroe County Board of Commissioners (collectively, "Monroe County"). Contractor and Monroe County mutually agree as follows:

The terms of the Agreement enlists Contractor to present from the Banneker Community Center at 930 W. Seventh Street, Bloomington, IN 47404 one (1) cooking classes instructing up to ten (10) participants in each class. The following terms shall apply:

1. **Scope of Project and Price.** Monroe County through the Monroe County Women's Class in partnership with the Banneker Community Center wishes to present, on September 29<sup>th</sup>, a cooking class in approximately a one (1) hour session to the public to promote healthy eating habits for women and children. The class will involve ten (10) participants and will be live streamed from the Banneker Center and funded by the Indiana Healthy Workplaces Grant. Contractor shall serve as the Chef for the cooking class.

The total amount paid to Contractor under this Agreement shall not exceed Six Hundred Dollars (\$600.00) without further written approval by Monroe County. Additionally, Contractor shall purchase all supplies needed for the cooking class the total cost of which shall not exceed Eight Hundred Dollars (\$800.00). Contractor shall submit invoices which shall be paid within forty-five (45) days of receipt. All non-perishable supplies, except for the plastic take-home containers provided to class participants, shall become the property of Monroe County and will be housed at the Banneker Community Center.

2. **Term.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on or before October 1, 2020. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agree to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
4. **Worker's Compensation.** To the extent required by law, 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 Monroe County before commencement of work on the Agreement.
5. **Non-discrimination.** Contractor is aware of Monroe County's policy prohibiting harassment of any kind. If Contractor becomes aware of any harassment, Contractor shall immediately report harassment to the Monroe County Legal Department. In the performance of work under this Agreement, it is agreed that Contractor, any of his 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 their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their 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.
6. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
  - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
  - o 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.
  - o Contractor must sign affidavits affirming that Contractor does not knowingly employ an unauthorized alien.

7. **Independent Contractor.** It is fully understood and agreed that Contractor and his employees are serving as independent contractors and are not employed by Monroe County. As such the parties agree to the following:
- Contractor is NOT performing this work under the supervision or direction of Monroe County.
  - Contractor shall use non-County materials and equipment to perform this work and to develop and duplicate any and all materials.
  - Contractor shall have exclusive control over the means, methods and details of fulfilling the obligations under this Agreement. Contractor is not to receive direction or supervision from any Monroe County employee or representative. Monroe County will provide feedback to and review any drafts submitted by Contractor.
  - Contractor executes this Agreement as an independent contractor and shall not be considered an employee or agent of Monroe County for any purpose.
  - 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, as required by law.
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,** Contractors and Monroe County have executed this Agreement as dated below and, if executed in two counterparts, each shall be deemed an original.

Gavin Everett

\_\_\_\_\_  
Gavin Everett

Date: 09/16/2020

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

"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: **September 23, 2020**

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

Title of item to appear on the agenda:

*Include VENDOR's Name in title if appropriate*

Agreements with Vet Environmental for  
Consultation and Phase I review of the Quarry  
Properties

*All Grants must complete the following*

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

*Or other identifying number*

Pass Through Entity

**Amount Received**

Federal:

State:

Local Match:

Total Received:

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

Fund Name:  County General

Fund Number  1000

Amount:  Total not to exceed \$4,500

**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:

This agreement provides for additional Environmental Services on all but two parcels for the potential quarry purchase.

Person Presenting:  Jeff Cockerill

Department:  Legal

Attorney who reviewed:  Jeff Cockerill

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

Submitted by:  Jeff Cockerill

Date:  9/21/2020

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

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



## VET ENVIRONMENTAL ENGINEERING, LLC

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2335 West Fountain Drive, Bloomington, IN 47404

Phone: (812) 822-0400 Fax: (812) 650-3892

Email: info@vet-env.com

September 15, 2020

Mr. Jeff Cockerill  
Monroe County Legal Department  
100 West Kirkwood Avenue  
Bloomington, IN 47404

Dear Mr. Cockerill:

**RE: Proposal for Environmental Consulting Services to be performed by VET Environmental Engineering, LLC for Monroe County Government (Monroe) at 2001 West Hunter Valley Road, Bloomington, Indiana (Site)**

We appreciate the opportunity to talk with you and discuss your business. We look forward to working with you in the future and hope that our proposal will meet your needs and budget. VET will perform a Phase I Environmental Site Assessment at the Site, composed of 6 parcels of land approximately 29.46 acres in area (Parcels #53-05-30-100-004.000-004, #53-05-30-100-007.000-004, #53-05-30-100-009.000-004, #53-05-30-100-002.000-004, #53-05-30-100-001.000-004, #53-05-29-200-004.000-004).

**Tasks to be performed for Monroe:**

A Phase I Environmental Site Assessment (ESA), commonly referred to as an ESA or Phase I, is completed to research the current and historic land uses of a subject property (Property). A Phase I ESA is often performed as part of a potential real estate transaction. The intent of the Phase I ESA is to assess if current or historical land uses at the Property have the potential to have caused adverse impacts to the soil or groundwater at the property that could pose a threat to the human health and/or the environment. Identified issues are referred to as Recognized Environmental Conditions (RECs). If RECs are identified, it indicates that conditions exist that could present potential liability for the lender and/or owner, and could affect the value of the Property. A Phase I ESA completed prior to closure of a real estate transaction can be used to satisfy the innocent landowner requirements under All Appropriate Inquiries (AAI) as defined by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). VET proposes to perform a Phase I ESA in accordance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site

*"Compliance that makes sense."*

Assessments: Phase I ESA Process E1527-13. The ASTM Standard incorporates the United States Environmental Protection Agency's (USEPA) regulation of AAI site assessment.

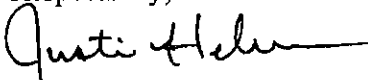
Environmental consulting work will be billed on a lump sum not to exceed **\$4,500.00**. Please note that any work completed by VET at the request of Monroe that does not fall within the referenced scope will be billed according to VET's 2020 hourly rates, included below, in addition to the proposed services as "Out of Scope Work".

**VET Standard Rates 2020**

Principal Engineer	\$132/hour
Registered Professional Engineer	\$117/hour
Licensed Professional Geologist	\$95/hour
Project Manager	\$89/hour
Senior Environmental Scientist	\$89/hour
Graduate Engineer	\$89/hour
Graduate Geologist	\$85/hour
Staff Project	\$82/hour
Environmental Scientist	\$74/hour
Ecologist	\$74/hour
Senior Environmental Technician	\$74/hour
Environmental Technician	\$64/hour
GIS Analyst	\$64/hour
Clerical	\$53/hour
Mileage	\$0.70/mile
Outside Services and Expenses	Cost plus 15%

VET will provide Monroe with copies of all completed work material. We will produce the best product we are capable of while striving to be as cost-effective as possible. Thank you for this opportunity. If you have questions or comments regarding anything contained in this proposal, please do not hesitate to call the office at (812) 822-0400. If you are comfortable with the proposal as it stands, please sign below and return it to: [justin@vet-env.com](mailto:justin@vet-env.com).

Respectfully,

  
for Sara R. Hamidovic, MS, PE, CHMM  
President, VET

**Proposal Acceptance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*"Compliance that makes sense."*

### CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED

This Agreement is between VET Environmental Engineering, LLC an Indiana corporation, with office at 2335 West Fountain Drive, Bloomington, Indiana 47404 and Monroe County Commissioners with office at 100 West Kirkwood Avenue, Bloomington, IN 47404 ("CLIENT").

1. VET Environmental Engineering, LLC agrees to perform the services described in the PROPOSAL dated September 15, 2020 including attachments and amendments ("SERVICES").
2. CLIENT authorizes VET Environmental Engineering, LLC to perform these SERVICES for the following project and location: Phase I Environmental Site Assessment (ESA), 2001 West Hunter Valley Road, Bloomington, Indiana 47408 consisting of six parcels of land approximately 29.46 acres in area (parcel #53-05-30-100-004.000-004, #53-05-30-100-007.000-004, 53-05-30-100-009.000-004, 53-05-30-100-002.000-004, 53-05-30-100-001.000-004, and 53-05-29-200-004.000-004).
3. VET Environmental Engineering, LLC is willing to perform the SERVICES in exchange for the following fee (check and complete):

\_\_\_\_\_ CLIENT will pay on a **time and material** basis. VET Environmental Engineering, LLC will invoice according to the attached Cost Estimate and Fee Schedule.

  X   CLIENT will pay a **lump sum** of **\$4,500.00** for SERVICES. VET Environmental Engineering, LLC will invoice CLIENT upon completion of the SERVICES for the parcel of property described in the PROPOSAL.

\_\_\_\_\_ CLIENT will pay on a **time and material** basis not to exceed the sum of \_\_\_\_\_. VET Environmental Engineering, LLC will invoice according to the Fee Schedule\* attached up to the stated limit. Upon reaching the limit, VET Environmental Engineering, LLC will stop performing unless CLIENT authorizes further work in writing.

\* VET Environmental Engineering, LLC reserves the right to adjust its Fee Schedule annually.

4. **Billing:** VET Environmental Engineering, LLC will submit invoices to CLIENT by mail on an as needed basis. CLIENT recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice. CLIENT will pay an additional charge of one and one-half percent (1 1/2%) per month not to exceed the maximum rate allowed by law for any payment received by VET Environmental Engineering, LLC more than thirty (30) calendar days from the date of the invoice. CLIENT will pay when due that portion of invoice, if any, not in dispute. If CLIENT fails to pay any undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, VET Environmental Engineering, LLC may suspend its performance or terminate this Agreement without incurring any liability to CLIENT and without waiving any other claim against CLIENT.

5. Special Provisions :    NONE   X   ATTACHMENT

6. **CLIENT RECOGNIZES THAT THE PRESENCE OF HAZARDOUS MATERIALS OR POLLUTION ON OR BENEATH THE SURFACE OF A SITE MAY CREATE RISKS AND LIABILITIES. CONSULTANT HAS NEITHER CREATED NOR CONTRIBUTED TO THIS POLLUTION. CONSEQUENTLY, CLIENT RECOGNIZES THIS AGREEMENT WILL ACCORDINGLY LIMIT CONSULTANT'S LIABILITY.**

CLIENT confirms reading this document in full (including the terms 7 through 16 on the following page). This Agreement when executed by VET Environmental Engineering, LLC is an offer to perform the services, open for acceptance within 30 days. This Agreement becomes effective on the date CLIENT signs below.

CLIENT

- VET Environmental Engineering, LLC

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

By: 

Name: \_\_\_\_\_

Name: for Sara Rae Hamidovic, MS, PE, CHMM

Title: \_\_\_\_\_

Title: President

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

Date: 9/15/2020

**7. Standard of Care:** VET Environmental Engineering, LLC will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

**8. Indemnity / limitation of Liability:** Subject to any limitations stated in this Agreement, VET Environmental Engineering, LLC will indemnify and hold harmless CLIENT, its officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorneys fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a professionally negligent act, error, or omission of VET Environmental Engineering, LLC or any of its agents, subcontractors, or employees in the performance of Services under this Agreement. VET Environmental Engineering, LLC will not be responsible for any loss, damage, or liability arising from any contributing negligent acts by CLIENT, its subcontractors, agents, staff, or consultants. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption. The CLIENT also agrees to seek recourse only against VET Environmental Engineering, LLC and not against its officers, employees, directors, or shareholders. The CLIENT agrees to limit VET Environmental Engineering, LLC's liability due to breach of contract, warranty or negligent acts, errors or omissions of VET Environmental Engineering, LLC to the fee paid to VET Environmental Engineering, LLC under this Agreement.

**9. Hazardous Substances/Hazardous Waste:** CLIENT represents that if CLIENT knows or has reason to suspect that hazardous substances or pollution may exist at the project site, CLIENT has fully informed VET Environmental Engineering, LLC. In the event VET Environmental Engineering, LLC encounters hazardous substances or contamination significantly beyond that originally represented by CLIENT, VET Environmental Engineering, LLC may suspend its Services and enter into good faith renegotiation of this Agreement. CLIENT acknowledges that VET Environmental Engineering, LLC has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless VET Environmental Engineering, LLC, from any claim or liability, arising out of VET Environmental Engineering, LLC's performance of work under this Agreement and made or brought against VET Environmental Engineering, LLC for any actual or threatened environmental pollution or contamination except to the extent that VET Environmental Engineering, LLC has negligently caused or contributed to any such pollution or contamination. This indemnification includes reasonable attorney fees and expenses incurred by VET Environmental Engineering, LLC in defense of such claim.

**10. Sample Ownership:** All samples and cuttings of materials containing hazardous contaminants are the property and responsibility of CLIENT. Removal of cuttings from the project site will remain the obligation of CLIENT. Absent direction from CLIENT, VET Environmental Engineering, LLC may return all contaminated samples and laboratory byproducts to the CLIENT for proper disposal or treatment.

**11. Documents and Records:** CLIENT acknowledges that VET Environmental Engineering, LLC's reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional service, not products. All data VET Environmental Engineering, LLC prepares for CLIENT under this Agreement will remain the property of VET Environmental Engineering, LLC. CLIENT will not use any VET Environmental Engineering, LLC data or report for any purpose other than its original purpose as defined in the PROPOSAL. CLIENT has no rights to incomplete or partial data. VET Environmental Engineering, LLC will retain these Records for a period of three (3) years following completion of this project. During this time, VET Environmental Engineering, LLC will reasonably make available the records to the CLIENT. VET Environmental Engineering, LLC may charge a reasonable fee in addition to its professional fees for retrieving or copying such records.

**12. Change Orders:** VET Environmental Engineering, LLC will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Services. VET Environmental Engineering, LLC will give CLIENT notice within ten (10) days of the change order of any resulting increase in fee. Unless Client objects in writing within five (5) days, the change order becomes a part of this Agreement.

**13. Third-Party Rights:** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than CLIENT and VET Environmental Engineering, LLC.

**14. Assignment/ Status:** The CLIENT will not delegate, assign, sublet, or transfer any interest in this Agreement without the written consent of VET Environmental Engineering, LLC. VET Environmental Engineering, LLC is an independent consultant and not the agent or employee of CLIENT.

**15. Termination:** Either party may terminate the Services with or without cause upon ten (10) days advance written notice. If Client terminates without cause, CLIENT will pay VET Environmental Engineering, LLC costs incurred, noncancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors.

**16. Complete Agreement:** The Parties acknowledge this Agreement, including the Proposal and any Attachments constitute the entire Agreement between them. Unless stated otherwise in this Agreement, this Agreement may not be modified except in a writing signed by both parties. The parties agree that Indiana law governs this Agreement and any dispute involving the Agreement.



MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 9/23/2020

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

OR

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

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

Lease/purchase agreement is between the Monroe County Board of Commissioners and PACCAR Financial Corporation.

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: Motor Vehicle Highway

Fund Number: 1176

Amount: \$731,380.00

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

Executive Summary:

This lease/purchase agreement is for the purchasing of five new dump trucks for the highway fleet. We are purchasing three (3) single axle dump trucks and two (2) tandem axle dump trucks.

The lease agreement is for three years, the total of the 3-years is \$731,380.00. The yearly payment is \$253,845.05. The first year has a document fee included for \$450.00 that will be included in the payment.

Person Presenting: Lisa Ridge

Department: Highway

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

Submitted by: Lisa Ridge

Date: 9/21/2020

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

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



## **PACCAR FINANCIAL**

### **STATE AND MUNICIPAL MASTER LEASE/PURCHASE AGREEMENT**

THIS STATE AND MUNICIPAL MASTER LEASE/PURCHASE AGREEMENT (the "Lease") is made and entered into this 10<sup>th</sup> day of September 2020 by and between PACCAR Financial Corp., a Washington corporation, with offices 1901 N Roselle Rd, Ste 900, Schaumburg, Illinois 60195, (the "Lessor"), and Monroe County Highway Department with an address at 100 West Kirkwood, RM 323, Bloomington IN 47404 (the "Lessee").

**1. LEASE OF EQUIPMENT.** From time to time Lessee shall advise Lessor of its desire to lease an item or items of personal property designated on an equipment schedule in the form of Exhibit A. Such property, together with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto (including but not limited to bodies) and all proceeds thereof are herein collectively called the "Equipment." An "Equipment Group" consists of the Equipment listed on any single Exhibit A. Subject to the terms and conditions hereof, Lessor agrees to lease and Lessee agrees to lease from Lessor the Equipment in each Equipment Group upon the execution of the Exhibit in connection therewith.

**2. DELIVERY AND ACCEPTANCE.** At the request of Lessee, Lessor agrees to order the Equipment from the supplier of such Equipment, but shall not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall cause each Equipment Group to be delivered at the location specified in the applicable Exhibit A (the "Equipment Location"). Lessee shall pay all transportation and other costs, if any, incurred in connection with the delivery of the Equipment. Any delay in such delivery shall not affect the validity of this Lease. Lessee shall accept the Equipment Group as soon as it has been delivered and is operational. Lessee shall have no more than five (5) days from the date of delivery of the Equipment Group to accept such Equipment. In the event the Equipment is not accepted by Lessee within five (5) days from the date of its delivery, Lessor, at Lessor's sole option, shall have the right to terminate this Lease for that Equipment Group. Upon delivery of any Equipment Group, Lessee will provide to Lessor a completed and executed copy of a delivery and acceptance certificate in the form of Exhibit B attached hereto and made a part hereof (the "Acceptance Certificate"), and upon execution of this Lease and/or each Acceptance Certificate Lessee will provide to Lessor an opinion of counsel in the form attached hereto as Exhibit C, and, if applicable, a certificate of duly authorized official as to designation as a qualified tax-exempt obligation. However, if Lessee retains possession of Equipment for more than five (5) days for any reason, or if Lessee makes any use of Equipment to any extent or for any reason, then such Equipment shall be deemed accepted for this Lease as fully as if Lessee signed the Acceptance Certificate, even if a signed Acceptance Certificate is not delivered to Lessor. Lessee hereby authorizes the Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment when available.

**3. TERM.** This Lease shall become effective upon the execution hereof by Lessee and Lessor. The initial term of this Lease for any Equipment Group shall commence on the date (the "Start Date") Lessee executes the Acceptance Certificate through the end of Lessee's fiscal year containing the Start Date and, unless earlier terminated as expressly provided for in this Lease, shall be automatically renewed on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in the Exhibit A for any particular Equipment Group (the "Lease Term").

**4. RENT.** Lessee agrees to pay to Lessor or any Assignee (as defined in Section 22) the rental payments for the Equipment as set forth in the Exhibit A for that Equipment Group (the "Rental Payments"). A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Exhibit A. The Rental Payments shall be payable, without notice nor demand, at the principal office of Lessor (or such other place as Lessor or any Assignee may designate in writing, from time to time) and shall commence on the Start Date or as otherwise set forth in such Exhibit A, and the remaining Rental Payments shall be payable on the same day of each consecutive month or quarter or semiannual or annual period thereafter (as designated in such Exhibit A) for the duration of the Lease Term. Any notice, invoicing, purchase orders, quotations or other forms or procedures required by Lessee as a

condition precedent to payment shall be fully explained and provided to Lessor or any Assignee sufficiently in advance of the payment due date for the completion thereof by Lessor or any Assignee prior to such payment date. To the extent permitted by applicable law, whenever any portion of a Rental Payment is received by Lessor or its Assignee more than ten (10) days from the due date, Lessee shall pay to Lessor or its Assignee, on demand, the amount of ten percent (10%) of such overdue amount or the highest lawful rate, whichever is less. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 9, THE RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

**5. SECURITY DEPOSIT.** The security deposit, if any, specified on each Exhibit A shall secure the full and faithful performance of all agreements, obligations and warranties of Lessee hereunder. Such deposit shall not excuse the performance of any such agreements, obligations or warranties of Lessee or prevent an occurrence of an Event of Default in the event of the failure of Lessee to so perform. Lessor may (but need not) apply all or any part of any such security deposit toward discharge of any overdue obligation of Lessee. To the extent any portion of such security deposit is so applied by Lessor, Lessee shall immediately restore the security deposit to its full amount. If upon the expiration of the Lease Term with respect to an Equipment Group, Lessee shall have fully complied with all its agreements, obligations and warranties hereunder (including its obligations with regard to any other Equipment Group), the unused portion of any security deposit with respect to said Exhibit A will be refunded to Lessee. Lessor shall not be obligated to pay any interest on any security deposit.

**6. AUTHORITY AND AUTHORIZATION.** Lessee represents; warrants and covenants with respect to this Lease and each Exhibit A that (a) it shall do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) the Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of the Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (an "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years; and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.

**7. LESSEE CERTIFICATION.** Lessee warrants and covenants with respect to this Lease and each Exhibit A that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the related regulations and rulings thereunder; (ii) Lessee's obligation under this Lease constitutes an enforceable obligation issued by or on behalf of a state, or political subdivision thereof; (iii) this Lease and each Exhibit A hereunder represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and each Exhibit A hereunder and is not in contravention of any state, county, district, city or town status, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee and shall not be used in a trade or business of any other person or entity; (vi) Lessee shall complete and file on a timely basis, Internal Revenue Service Form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; and (vii) during the term of this Lease, Lessee will take no action that will cause those amounts designated as interest in any Exhibit A to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such amounts from being includable in gross income for purposes of federal income taxation under the Code.

**B. APPROPRIATIONS AND ESSENTIAL USE.** Lessee believes that sufficient funds will be obtained to make all Rental Payments during the Lease Term. Lessee hereby covenants that it shall do all things necessary to obtain funds from which the Rental Payments will be made, including making provisions for such payments, to the extent necessary, in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make the Rental Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that: (a) the use of the Equipment is essential to its proper, efficient and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment shall be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.

**9. NONAPPROPRIATION OF FUNDS.** In the event no funds or insufficient funds are appropriated and budgeted for the acquisition, retention or operations of an Equipment Group and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the Rental Payments for the Equipment are due under this Lease, then Lessee shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor and any Assignee of such occurrence. The applicable Exhibit A under this Lease shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Lessee of any kind, except as to (i) the portions of the Rental Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. In the event of such termination, Lessee agrees to peacefully surrender possession of the Equipment Group to Lessor or its Assignee on the date of such termination, and shall ship the relevant Equipment to any location in the United States designated by Lessor, all at Lessee's expense. Lessor or its Assignee may exercise all available legal and equitable rights and remedies in retaking possession of such Equipment.

Notwithstanding the foregoing, Lessee agrees (a) that if an Exhibit A under this Lease is terminated in accordance with the preceding paragraph, Lessee shall not purchase, lease or rent like or similar equipment which performs the same functions as, or functions taking the place of, those performed by any of the affected Equipment, and shall not permit such functions to be performed by its own employees or by any agency or entity affiliated with or hired by Lessee for the balance of the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter; and (b) that it shall not, during the Lease Term, give priority in the application of funds to any other functionally similar equipment. \_\_\_\_\_ (Initial) ●

**10. LIMITATION ON WARRANTIES.** LESSEE REPRESENTS AND WARRANTS THAT IT HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT.

Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all manufacturer's warranties, if any, that it may have, express or implied, with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, shall be made against the manufacturer. Lessor, at its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments shall not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, defects or otherwise.

**11. TITLE; SECURITY AGREEMENT.** Title to the Equipment is deemed to be in Lessee so long as no Event of Default has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 9. Upon the earlier of (i) termination of this Lease in accordance with Section 9 or (ii) the occurrence of an Event of Default by Lessee, title shall revert immediately in and shall revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of its obligations hereunder, Lessee hereby (a) grants to Lessor security interest in any and all right, title and interest of Lessee in this Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements, improvements and substitutions thereto, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (c) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. Lessee further agrees that the Uniform Commercial Code shall apply as between the parties hereto and assignees of Lessor.

**12. USE; REPAIRS.** Lessee shall (a) use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and to permit only qualified personnel to use the Equipment, notifying each such person that he or she is not an employee of Lessor nor under Lessor's direction or control; (b) comply with all laws, ordinances, insurance policies and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of, the possession, use or maintenance of the Equipment; (c) comply with any published instructions, procedures or specifications of the manufacturer of the Equipment and of the party selling the Equipment to Lessor; and (d) obtain any and all certificates, permits or licenses required or permitted by law with respect to the Equipment, subject to Lessor's instructions. Lessee agrees that the Equipment shall not be used in the transportation of radioactive materials, hazardous wastes, explosives, hazardous materials, gases or liquids, unless Lessor has expressly approved the transportation of such material in writing. Lessee, at its sole cost and expense, shall maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and shall furnish proof of such maintenance, if requested by Lessor and shall furnish all needed servicing and parts, which parts shall become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee shall furnish Lessor with a copy of a maintenance agreement with a party acceptable to Lessor.

**13. ALTERATIONS.** Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration of attachment, which cannot be readily removed without adversely affecting the Equipment's originally intended function, or value shall become part of the Equipment. *Lessee may alter the vehicles by adding additional lights, radios, and adding designs to the vehicles.*

**14. LOCATION; INSPECTION.** Permanent base of the Equipment shall not be changed from the Equipment Location without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

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**15. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee shall, upon demand, reimburse Lessor therefor.

**16. RISK OF LOSS; DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair (the proceeds of any insurance recovery shall be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, shall: (a) replace the same with like equipment in comparable condition, age and repair; or (b) on the next Rental Payment date pay to Lessor (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date, and (ii) an amount not less than the balance of the Rental Payments *for such lost, stolen, destroyed or damaged item of Equipment* then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor shall provide Lessee with the pro rata amount of the Rental Payment and the balance of the Rental Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.

**17. INSURANCE.** Lessee agrees to keep the Equipment continuously insured against comprehensive and collision damage, and any other hazards Lessor may specify from time to time, by an insurance company and with a deductible approved by Lessor. The amount of insurance shall be the full insurable value of the Equipment or the full amount of all obligations arising under this Lease, whichever is greater. Lessee shall also obtain from an insurance company acceptable by Lessor liability insurance with combined single limits of at least \$1,000,000 per occurrence. If Lessee is using the Equipment to transport hazardous material, the insurance must include Environmental Restoration coverage in an amount not less than \$5,000,000 per occurrence. Each insurance policy must provide, in a form acceptable to Lessor, that Lessor is an additional insured and the loss payee under the policy. If the Equipment is lost or damaged, any and all insurance proceeds shall be paid to Lessor, and Lessor may apply them as it chooses either (i) to satisfy any obligation arising under this Lease (whether or not due or otherwise matured), or (ii) to repair the Equipment. Each policy must provide that Lessor's interest therein shall not be invalidated by any acts, omissions or neglect of anyone other than Lessor, and that the policy can be canceled only after written notice of intention to cancel has been delivered to Lessor at least thirty (30) days before the cancellation date. Lessee shall deliver to Lessor proof of insurance coverage acceptable to Lessor. If Lessee obtains insurance from a company Lessor has not approved or fails to obtain any insurance, Lessor may (but is not required to) obtain any insurance Lessor desires to protect its interests, and Lessee shall immediately reimburse Lessor for the cost thereof. Lessee shall be solely liable for any losses, which occur because no insurance has been obtained or the coverage of the insurance, which has been obtained, is incomplete, even if Lessor has reviewed the insurance coverage.

**18. INDEMNIFICATION.** In the event that Lessee is not a state or political subdivision thereof, within the meaning of Section 103 of the Code, or if Lessee, whether by its use of the Equipment or by its actions or omissions or by any means whatsoever, causes any interest payment as set forth in Exhibit A to be included in Lessor's gross income for purposes of federal or state income taxation, Lessee agrees to pay to Lessor, its Assignees and any participants with such, an additional amount which, together with the amount of interest to be paid by Lessee under this Lease, puts Lessor, its Assignees and any participants with such, in the same after-tax position they would have been in had such payments been excluded from the gross income of Lessor, its Assignees and any participants with such under Section 103 of the Code. In addition, to the extent permitted by law, Lessee assumes liability for and agrees to indemnify, *defend* and hold Lessor, its agents, employees, successors and assigns harmless

from any and all actions, suits, liabilities, obligations and claims of every nature (including, without limitation, those arising from contract, strict or absolute liability in tort, product liability, negligence, or any other cause) and from any and all damages, awards, penalties, fines, forfeitures, settlements, interest and attorneys' fees awarded to any person whomsoever and regardless of the reason, which directly or indirectly results from or relates to the manufacture, delivery, purchase, sale, ownership, leasing, use, possession, operation, condition (including, without limitation, latent or other defects, whether or not discoverable), repossession, recovery, return, disablement or storage of the Equipment. Upon request of Lessor, Lessee shall assume the defense of any and all demands, claims, actions, suits and all other proceedings against Lessor for which indemnity is provided herein and Lessee shall allow Lessor to participate in the defense thereof. At Lessor's option, Lessor may assume the defense of the matter, but this shall not relieve or reduce Lessee's obligations to indemnify Lessor as set forth herein. The indemnification arising under this Section 18 shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of the Lease Term for any reason.

**19. EVENTS OF DEFAULT.** Time is of the essence on this Agreement. Any one or more of the following events shall be an "Event of Default": (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for *10 days after receiving notice of the breach from Lessor*; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (f) Lessee shall be in default under any other agreement executed at any time with Lessor, its affiliates or Lessor's Assignee or under any other agreement or instrument by which it is bound.

**20. REMEDIES.** Upon the occurrence of an Event of Default, Lessor may, as its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Rental Payments which shall become due during the Lease Term to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it shall), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 9, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability to Lessor, its contractors or agents for such entry or for damage to property or otherwise; (c) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment.

In addition, Lessee shall remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**21. EARLY PURCHASE OPTION.** Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee shall have fully paid and performed all other obligations hereunder and provided no

Event of Default has occurred and is continuing, pay to Lessor the applicable amount set forth on Exhibit A attached hereto, whereupon title to the Equipment shall become unconditionally vested in Lessee and Lessor shall transfer any and all of its right, title and interest in the Equipment Group to Lessee as-is, where-is, without warranty, express or implied, except that Lessor shall warrant to Lessee that the Equipment Group is free and clear of any liens created by Lessor.

**22. ASSIGNMENT.** Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees.

Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees ("Assignee"). Any such Assignee shall have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease shall inure to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it shall keep a complete and accurate record of all assignments in form necessary to comply with Section 149(e) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge, in writing, any assignments if so requested.

**LESSEE AGREES THAT, UPON NOTICE OF ASSIGNMENT, IF SO INSTRUCTED IT SHALL PAY DIRECTLY TO THE ASSIGNEE, OR ITS TRUSTEE OR AGENT WITHOUT ABATEMENT, DEDUCTION OR SET-OFF ALL AMOUNTS THAT BECOME DUE HEREUNDER. LESSEE FURTHER AGREES THAT IT SHALL NOT ASSERT AGAINST ANY ASSIGNEE, TRUSTEE OR AGENT ANY DEFENSE, CLAIM, COUNTERCLAIM OR SET-OFF ON ACCOUNT OF ANY REASON WHATSOEVER WITH RESPECT TO ANY RENTAL PAYMENTS OR OTHER AMOUNTS DUE HEREUNDER OR WITH RESPECT TO ANY ACTION BROUGHT TO OBTAIN POSSESSION OF THE EQUIPMENT PURSUANT TO THIS LEASE.**

**23. NATURE OF AGREEMENT.** Lessor and Lessee agree that it is their intention that the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor and that Lessor neither has nor shall have any equity in the Equipment. It is the agreement of Lessor and Lessee that the aggregate rental payments provided for hereunder constitute the purchase price of the Equipment together with interest on the unamortized amount thereof over the term of this Lease, that each monthly installment of rent constitutes principal and interest, in accordance with the schedule of rental payments set forth in Exhibit A of this Lease, which fully amortizes the purchase price of the Equipment, together with interest, over the term of this Lease, and that upon the due and punctual payment and performance of the installments of Rental Payments and other amounts and obligations under this Lease, title to the Equipment shall vest permanently in Lessee as provided in this Lease, free and clear of any lien or security of Lessor therein.

**24. AMENDMENTS.** This Lease may be amended or any of its terms modified for the purpose of adding Equipment, with the written consent of the parties hereto. In such event, additions to or additional exhibits attached hereto shall be executed by Lessee. All other amendments or modifications of the terms of this Lease (except for the addition of serial numbers of the Equipment as set forth in the Acceptance Certificate) must be accomplished by written consent of Lessee and Lessor, or its Assignee, if any; provided, however, that no amendment of this Lease shall operate to reduce or delay any Rental



Payments to be made hereunder without the consent of Lessor, or its Assignee, at the time of such amendment.

**25. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) business days subsequent to mailing.

**26. GOVERNING LAW.** This Lease shall be governed by the laws of the state or other jurisdiction where the Equipment is located.

**27. ENTIRE AGREEMENT.** This Lease, together with the exhibits attached hereto and made a part hereof and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the lease of the equipment, and this Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor.

**28. SEVERABILITY.** Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.

**29. NO WAIVER.** The waiver by Lessor of any breach by Lessee of any term, covenant or condition shall not operate as a waiver of any subsequent breach.

**30. COUNTERPARTS.** This Lease may be executed in one or more counterparts, each of which may be deemed to be an original instrument, but all of which together shall constitute but one instrument, and only one set of rights, duties and obligations shall arise therefrom. A photocopy or electronic signed copy of any such counterpart shall have the same force and effect as an original (ink) signature.


PACCAR Financial Corp.	Monroe County Highway Department
By: _____	By:  _____
Name: <u>Beth E Farestad</u>	Name: <u>Julie Thomas</u>
Title: <u>Sr. Contract Administrator</u>	Title: <u>Monroe County Commissioner</u>



EXHIBIT A TO  
STATE AND MUNICIPAL  
MASTER LEASE/PURCHASE AGREEMENT

DESCRIPTION OF EQUIPMENT	
Quantity	Description of Leased Equipment
5	2021 KENWORTH T370 SN 2NKHLJ9X2MM440468 Kenworth Tandem Snow & Ice Chassis and Allison 3500 Palmer Fab Upfit 14' Beau-Roc DL steel Body BED SN 405503 and Muncie central HYD Flink Model RF8S4 spreader SN 324 Flink Model P10A38055 Plow SN 2520
	2021 KENWORTH T370 SN 2NKHLJ9X4MM440469 Kenworth Tandem Snow & Ice Chassis And Allison 3500 Palmer Fab Upfit 14' Beau-Roc DL steel Body BED SN 405501 and Muncie central HYD Flink Model RF8S4 spreader SN 322 Flink Model P10A38055 Plow SN 2526
	2021 KENWORTH T370 SN 2NKHJ8X2MM440473 Kenworth single axle Snow and Ice Chassis and Allison 300 Palmer Fab Upfit 11'6" Beau-Roc DL steel Body SN 405495 and Muncie Central HYD Flink Model RF8S4 spreader SN 288 Flink Model P10A38055 Plow SN 2520
	2021 KENWORTH T370 SN 2NKHJ8X4MM440474 Kenworth single axle Snow and Ice Chassis and Allison 300 Palmer Fab Upfit 11'6" Beau-Roc DL steel Body SN 405498 and Muncie Central HYD Flink Model RF8S4 spreader SN 323 Flink Model P10A38055 Plow SN 2527
	2021 KENWORTH T370 SN 2NKHJ8X6MM440475 Kenworth single axle Snow and Ice Chassis and Allison 300 Palmer Fab Upfit 11'6" Beau-Roc DL steel body SN 405499 and Muncie Central HYD Flink Model RF8S4 spreader SN 280 Flink Model P10A38055 Plow SN 2521

## LOCATION OF EQUIPMENT

ADDRESS: 100 West Kirkwood Rm 323  
CITY: Bloomington COUNTY: Monroe  
STATE: Indiana ZIP: 47404

## RENTAL PAYMENT AND AMORTIZATION SCHEDULES

LEASE TERM	RENTAL PERIODS	1st PAYMENT DATE	ADVANCE RENTAL PAYMENT	CAPITAL COST OF EQUIPMENT
36	3-ANNUAL	09/10/2020	FIRST RENTAL OF \$253,845.05 SHALL BE DELIVERED TO LESSOR AT TIME OF SIGNING THIS LEASE	\$731,380.00

Rental Payment Number	Rental Payment	Amount Credited to Interest	Amount Credited to Capital Cost	Early Purchase Option Price
1 (9/10/2020)	\$253,845.05	\$0.00	\$253,845.05	\$477,634.95
2 (9/10/2021)	\$253,845.05	\$19,967.78	\$233,877.27	\$243,657.68
3 (9/10/2022)	\$253,845.05	\$10,187.37	\$243,657.68	0.00

## CERTIFICATION

Lessee hereby certifies that the description of the property set forth above constitutes an accurate account of the Equipment as referred to in the Lease.

Lessee: Monroe County Highway Department

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

Name: Julie Thomas

Title: Monroe County Commissioner

Date: September 10, 2020

CAT NO 6001 08/2019

**PACCAR  
FINANCIAL**

**EXHIBIT B TO  
STATE AND MUNICIPAL  
MASTER LEASE/PURCHASE AGREEMENT**

**DELIVERY AND ACCEPTANCE CERTIFICATE**

To: PACCAR Financial Corp.

Reference is made to the State and Municipal Master Lease/Purchase Agreement between the undersigned ("Lessee"), and PACCAR Financial Corp. ("Lessor"), dated September 10, 2020 ("Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; that all installation or other work necessary prior to the use thereof has been completed; that said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.

2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.

3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

4. The serial number for each item of Equipment which is set forth on Exhibit A to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee: Monroe County Highway Department

By: 

Name: Julie Thomas

Title: Monroe County Commissioner

Date: September 10, 2020

**PACCAR**  
**FINANCIAL**

EXHIBIT C TO  
STATE AND MUNICIPAL  
MASTER LEASE/PURCHASE AGREEMENT

**INVOICE**

Monroe County Highway Department  
100 West Kirkwood Rm 323  
Bloomington IN 47404

INVOICE DATE: 09/10/2020  
DUE DATE: 09/10/2020  
AMOUNT DUE: \$254,295.05

Advance Rental Payment \$263,845.05  
Payable to PACCAR Financial Corp

Doc Fee 460.00

Total Due: \$254,295.05

(5) Five 2021 KW T370 SN 440468, 440469, 440473, 440474, 440475

See description of equipment for details of attached body's, spreader and plows

-----  
PLEASE ENCLOSE A COPY OF THIS INVOICE WITH REMITTANCE  
-----

MAKE PAYMENT PAYABLE TO:

PACCAR FINANCIAL CORP  
1901 N. ROSELLE ROAD, SUITE 900  
SCHAUMBURG, IL 60195


FEDERAL EXCISE TAX EXEMPTION CERTIFICATE

For use by States and local governments, (Section 4051 of the Internal Revenue Code)

September 10, 2020

I hereby certify that I am the Monroe County Commissioner, that I am authorized to execute this certificate; and that the article or articles specified in the accompanying order are, or will be, purchased from Palmer Trucks - Indianapolis for the exclusive use of Monroe County Highway Department

I understand that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use. I understand that the fraudulent use of this certificate for the purpose of securing this exemption will subject me and all parties making such fraudulent use of this certificate to a fine of not more than \$10,000, or to imprisonment for not more than five years, or both together with costs of prosecution.

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

September 10, 2020  
\_\_\_\_\_  
(Date)

Julie Thomas,  
Monroe County Commissioner  
\_\_\_\_\_  
(Name/Title)

100 West Kirkwood Rm 323, Bloomington IN 47404



PAYMENT OPTION ADDENDUM

☒ Check one of the following:

☐ Yes, I want to access PACCAR Financial Online Services to make payments online. (You will receive an email welcome letter with instructions on how to sign up.)

☒ Email Address: \_\_\_\_\_

☐ I am an existing PACCAR Financial Online Services customer, currently making payments online.

Email Address: \_\_\_\_\_

☐ No, I do not want to access PACCAR Financial Online Services. I prefer to receive a Coupon Book.

Reason: \_\_\_\_\_

By signing below, I understand that if payments are not made through PACCAR Financial Online Services, I am subject to a one-time, non-refundable Administration Fee of \$250.00 to be added to my account.

PACCAR Financial Corp.		BUYER: Monroe County Highway Department	
BY:		BY:	<input checked="" type="radio"/>
NAME:		NAME:	Julie Thomas
TITLE:		TITLE:	Monroe County Road Commissioner
DATE:		DATE:	

**PACCAR  
FINANCIAL****CREDIT APPLICATION**

<b>*Company Name:</b> Monroe County Highway Department		<b>DBA:</b>	
<b>Legal Business Type:</b>		<b>*Fed Tax ID:</b> xx-xxx2462	
<b>*Date of Incorporation:</b> 01/1818	<b>*Business Phone:</b> 8120255355	<b>Signer for Business:</b>	<b>Title:</b>
<b>*Physical Address:</b> 2800 S Kirby Road	<b>*City:</b> Bloomington	<b>*County:</b> n	<b>*State:</b> IN <b>*Zip:</b> 47403
<b>Mailing Address:</b>	<b>City:</b>	<b>County:</b>	<b>State:</b> <b>Zip:</b>
For consideration of financing without personal guarantors please include a complete financial package. Contact the dealership Finance Manager for requirements.			
<b>*Name:</b>		<b>*DOB:</b>	<b>*SSN:</b>
<b>DBA / Sole Proprietorship Name:</b>			
<b>*Address:</b>		<b>*City:</b>	<b>*County:</b> <b>*State:</b> <b>*Zip:</b>
<b>*At above address since:</b>		<b>City:</b>	<b>State:</b> <b>Zip:</b>
<b>Ownership:</b> %	<b>Email:</b>	<b>*Phone:</b>	
<b>*Have you ever declared bankruptcy?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>*If yes to any of these please explain (attach additional sheets if needed):</b>	
<b>*Are you a defendant in any legal action?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>*Have you ever had any item repossessed?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>PACCAR Financial requests the guaranty of all individuals with 20% or more ownership for corporate borrowers. If you reside in a community property state your spouse must be included on the application as a cosigner/guarantor and must sign the application.</b>			
<b>Name:</b>		<b>DOB:</b>	<b>SSN:</b>
<b>Address:</b>		<b>City:</b>	<b>State:</b> <b>Zip:</b>
<b>Ownership:</b> %	<b>Email:</b>	<b>Phone:</b>	
<b>Name (not living with you)</b>	<b>Relationship</b>	<b>Contact Phone</b>	<b>Street Address</b> <b>City, State, Zip Code</b>
<b>Initials &amp; Signatures</b>			
<b>*Fleet Size:</b> 33	<b>*Commercial Driver since:</b>		<b>*Owner Operator/Fleet since:</b> 04/13/1820
<b>*Applicant to Drive this Purchase:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>CDL# or Driver's Name &amp; CDL#:</b>		<b>State:</b>
<b>*Is this transaction replacement of units currently operated?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If No please explain:</b>		
<b>Fleet Detail:</b> # Class 8 Trucks:	<b># Medium Duty Trucks:</b>	<b># Trailers:</b>	<b># O/O:</b>
<b>References</b>			
<b>Company Name</b>	<b>Contact Name</b>	<b>Contact Phone</b>	<b>Start Date</b> <b>Reference Type</b>
			Banking Credit
			Equipment Credit
Self		8125551212	Haul
			Haul
<p>The undersigned ("Applicant") hereby authorizes (1) the release of credit information to PACCAR Financial Corp. (PFC) or its designee (and any assignee or potential assignee thereof) from any source including credit bureau reporting agencies and Applicant's bank, (2) PFC to share information with its affiliates and other financing sources that partner with PFC, and (3) PFC to send information to Applicant by facsimile or electronic means. Applicant hereby represents that all of the information contained in this credit application is (1) true, correct, and complete, and (2) provided for the purpose of obtaining credit from PFC or other financing sources that may be referred by PFC. The credit is for commercial use only. Married applicants can apply for an individual account. This authorization shall apply to this application and subsequently for the purposes of updating, renewal or extension of such credit and for reviewing or collecting the resulting account(s), if any. A photostatic or facsimile copy of this authorization shall be valid as the original.</p>			
<b>SIGNATURE</b>		<b>DATE</b>	
9/16/20			
<b>SIGNATURE</b>		<b>DATE</b>	



Form **8038-G**  
(Rev. September 2011)  
Department of the Treasury  
Internal Revenue Service

# Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code section 140(e)

See separate instructions.

Caution: If the issue price is under \$100,000, use Form 0038-GC.

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>MONROE COUNTY HIGHWAY DEPARTMENT</b>		2 Issuer's employer identification number (EIN) <b>35-1732462</b>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box, if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
<b>100 WEST KIRKWOOD</b>	<b>323</b>	<b>3</b>	
6 City, town, or post office, state, and ZIP code <b>BLOOMINGTON IN 47404</b>		7 Date of issue <b>N/A</b>	
8 Name of issue		9 CUSIP number <b>N/A</b>	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>JULIE THOMAS, MONROE COUNTY COMMISSIONER</b>		10b Telephone number of officer or other employee shown on 10a <b>012-025-6365</b>	

<b>Part II Type of Issue (enter the issue price). See the instructions and attach schedule.</b>		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe <b>LEASE-PURCHASE CONTRACT</b>	18	<b>731,380 00</b>
19 If obligations are TANA or RANA, check only box 19a <input type="checkbox"/>		
If obligations are BANA, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>		

<b>Part III Description of Obligations. Complete for the entire issue for which this form is being filed.</b>				
(a) Plant maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
<b>9/10/2022</b>	<b>\$ 731,380.00</b>	<b>\$ N/A</b>	<b>3 years</b>	<b>4.101 %</b>

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>				
22 Proceeds used for accrued interest	22			
23 Issue price of entire issue (enter amount from line 21, column (b))	23			
24 Proceeds used for bond issuance costs (including underwriters' discount)	24			
25 Proceeds used for credit enhancement	25			
26 Proceeds allocated to reasonably required reserve or replacement fund	26			
27 Proceeds used to currently refund prior issues	27			
28 Proceeds used to advance refund prior issues	28			
29 Total (add lines 24 through 28)	29			
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30			

<b>Part V Description of Refunded Bonds. Complete this part only for refunding bonds.</b>		
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	N/A	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	N/A	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	N/A	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	N/A	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 837738


Form 8038-G (Rev. 9-2011)

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Page 2

**Part VI Miscellaneous**

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(6) . . . . .	35	N/A
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	36a	N/A
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	37	N/A
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ N/A		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(iii) (small issuer exception), check box . . . . .		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box . . . . .		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
		9-10-20	JULIE THOMAS, COUNTY COMMISSIONER	
<b>Paid Preparer Use Only</b>	Signature of issuer's authorized representative		Date	Type or print name and title
	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶		Firm's EIN ▶	
	Firm's address ▶		Phone no.	

Form 8038-G (Rev. 9-2011)

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 9/23/2020

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

OR

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

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

Change Order #2 with CLR Contractors for the Cedar Ford Covered Bridge #38.

Vendor #

If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☒

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency: INDOT

Federal Program: Transportation

CFDA # 20.205

Federal Award Number and Year:

Or other identifying number

Pass Through Entity Des #0101232

Amount Received

Federal:

State: \$5,174.68

Local Match: \$1,293.67

Total Received: \$6,468.35

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

Fund Name: Cumulative Bridge

Fund Number 1135

Amount: \$6,468.35

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

Executive Summary:

This is change order has been generated due to the concerns of the type of backfill Type 1 vs Structure Backfill Type 4 that was going to be used. The concern was because of the continuous flooding within the area of the abutments. During the project the Contractor wanted to change the PVC pipe to the normal pipe end bent drain, 6". Aggregate for the end bend backfill and geotextile. It was agreed by the designer to submit all the materials about underdrains, aggregate and geotextile for the drains.

Person Presenting: Lisa Ridge

Department: Highway

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

Submitted by: Lisa Ridge

Date: September 16, 2020

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

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

Contract No:B -29697

Change Order No.: 002

**INDIANA Department of Transportation**

Page: 1

**Construction Change Order and Time Extension Summary**

**Contract Information**

District:SEYMOUR DISTRICT

Contract No.: B -29697

AE:Wren, Rachel

Letting Date:11/15/2017

PE/S:Holland, Tony

Status:Draft

**Change Order Information**

Change Order No.: 002

EWA: Y or Force Acct: N

Date Generated: 09/10/2020

Date Approved: 00/00/0000

Reason Code: CHANGED COND, Constructability Related

Description: Construction and Drainage of Abutments

Original Contract Amount \$ 1,581,763.28

Current Change Order Amount \$ 6,468.35

Percent: 0.409 %

Total Previous Approved Changes \$ 46,935.11

Percent: 2.967 %

Total Change To-Date \$ 53,403.46

Percent: 3.376 %

Modified Contract Amount \$ 1,635,166.74

**Time Extension Information**

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:\_\_\_\_\_ DCE:\_\_\_\_\_ SCE:\_\_\_\_\_ DDCM:\_\_\_\_\_

SS Days \_\_\_\_\_

SP Days Value \$ \_\_\_\_\_

Revised Contract Time

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

SS Date 00/00/0000

or SP Days 0

## INDIANA Department of Transportation

## Construction Change Order and Time Extension Summary

## Review and Approval Information

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

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

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

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

Date to PM \_\_\_\_\_ Date Returned \_\_\_\_\_

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

If N, Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Resolved by \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

Field Engineer \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract No: B -29697  
Change Order No: 002

INDIANA  
Department of Transportation

Date: 09/10/2020  
Page: 3

Contract: B -29697  
Project: 0101232 - State: 9953015  
Change Order Nbr: 002  
Change Order Description: Construction and Drainage of Abutments  
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0086	0101232	0086	211-06467	CYS	226.290	10.000	C	Amount:\$ 2,262.90

Item Description: AGGREGATE FOR END BENT BACKFILL

Supplemental Description1:

Supplemental Description2:

0087	0101232	0087	715-05407	LFT	28.320	120.000	C	Amount:\$ 3,398.40
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Item Description: PIPE END BENT DRAIN 6 IN

Supplemental Description1:

Supplemental Description2:

0088	0101232	0088	718-12308	SYS	8.650	93.300	C	Amount:\$ 807.04
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Item Description: GEOTEXTILE FOR UNDERDRAIN, TYPE 2B

Supplemental Description1:

Supplemental Description2:

Total Value for Change Order 002 = \$ 6,468.34

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

Change Order No. 2 has been generated as requested from the Contractor. The Contractor had concerns at the Preconstruction Meeting as to the type of Backfill (Structure Backfill Type 1 vs. Structure Backfill Type 4) because of the of the continuous flooding within the area of the Abutments. Later, the Contractor wanted to change the PVC Pipe to the normal Pipe End Bent Drain, 6 Inch, Aggregate for End Bent Backfill and Geotextile. While in redesign the Designer elected to submit all the materials about Underdrains (Aggregate for Underdrains and Geotextile for Underdrains) as shown on the attachments. The Items on this Change Order have been changed to reflect the proper materials for this placement. The Price Comparison for Aggregate for End Bent Fill is outside of the allowable range and was unable to get a proper price comparison although the Contractor breakdown seems to be fair.

#### Change Order Explanation for Specific Line Item

\*\*\*\*\*

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

Contractor: \_\_\_\_\_

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

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

\*\*\*\*\*

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

Contract No:B -29697  
Change Order No:002

INDIANA  
Department of Transportation

Date:09/10/2020  
Page: 4

\*\*\*\*\*

APPROVED FOR LOCAL PUBLIC AGENCY

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

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

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

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

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

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

\*\*\*\*\*

SUBMITTED FOR CONSIDERATION

PE/S \_\_\_\_\_

\*\*\*\*\*

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
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1/4/2018

## Work Order

Mr. Chad Reitmeyer

CLR, Inc.

P.O. Box 1361

Vincennes, IN. 47591

RE: Contract B-29697, Change Order No. 002 Work Order

Dear Mr. Contractor:

CLR, Inc. is directed to perform all work as described below:

- Scope of Work—Place Aggregate for End Bent Backfill, Pipe End Bent Drain, and Geotextile for Underdrain, Type 2B as per revised plan sheets.
  - Affected Existing Pay Item—CLN 0066, Pipe, PVC, 6 IN.: 41.00 LFT.
  - New Pay Items—CLN 0086, Aggregate for End Bent Backfill: 10.00 CYS., CLN 0087, Pipe End Bent Drain, 6 IN.: 120.00 LFT., and CLN 0088, Geotextile for Underdrain, Type 2B
  - Total Monetary Adjustment—\$6,468.34
  - Total Contract Time Adjustment—There will not be a Time Adjustment at this time.
  - Date Work Expected to Begin—January 15, 2018
- Change Order No. 002 will be forthcoming to modify Contract R-29697 in accordance with the above.

If you have any questions regarding this Work Order, please do not hesitate to contact me.

Sincerely,  
Tony L. Holland  
Project Supervisor

Cc: Rachel Wren, Area Engineer  
Whitney Carlin, Project Manager  
File



## CHANGE ORDER REQUEST FORM

CONTRACT NO. B-29697

DATE OF SUBMISSION

January 2, 2018

PROJECT DESCRIPTION (route / Intersection / bridge no(s).)	Monroe County Bridge #38 INDOT Project B-29697.
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	Add geotextile and aggregate around the proposed underdrain pipe that is to be installed behind the new abutments
PROPOSED SOLUTION SUMMARY	Establish unit prices for the two new pay items

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

ONSET DATE OF CHANGE	November 12, 2017	CHANGE ORDER TYPE	104.03 Extra Work
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## PROPOSED COST AND TIME ADJUSTMENT

COST

COST INCREASE / (DECREASE):

\$

3069.92

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

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

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

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

TIME ADJUSTMENT

INCREASE / (DECREASE):

(work days)

none

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

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

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

## SUPPLEMENTAL INFORMATION

Additional information may be entered by the contractor.

CHANGE ORDER ORIGATION:	<input checked="" type="checkbox"/> INDOT / LPA <input type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	
<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	Click here to enter text.
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	New plan sheet #26
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (If yes, attach details)



CHANGE ORDER REQUEST FORM

CONTRACT NO.

B-29697

UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL	[Select Date]	SUBMITTAL DATE OF ADDITIONAL DETAIL	[Select Date]
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DETAILED DESCRIPTION / JUSTIFICATION:

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

It was determined that the abutment drain on this project needed better drainage. Therefore, a new plan was prepared and submitted to the contractor that required that two new pay items be established. One item for "Geotextiles for underdrain type 1A" and one for "aggregate for underdrain". Neither were shown on the original plans for the project.

PROPOSED SOLUTION – ADDITIONAL DETAILS:

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

See "detailed description" above. Attached are INDOT approved Extra Work Breakdown Analysis sheets that outline the material, labor, equipment and supervision that is needed for the two new pay items. These breakdown analysis determine a unit price for the new pay items. Please note that even though the dollar total of the overall change is small, the unit price seems a little high due to the fact that the quantities involved are so very small.

SIGNATURES

Contractor:

Name: (print)

CHAS PERMYER

(signature)



Date:

1/2/19

CHANGE ORDER REQUEST FORM

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

Name: (print) \_\_\_\_\_

(signature) \_\_\_\_\_ Date: \_\_\_\_\_

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

CONTRACT NO.

B-29697

**ATTACHMENT: UNIT PRICE ITEMS DETAIL**

Attach or paste a unit price item detail.



# EXTRA WORK AGREEMENT BREAKDOWN ANALYSIS

DATE: January 2, 2019  
 CONTRACT: B-29697  
 EXTRA WORK FOR: Install Geotex for UD Type 1A  
 93.3 Syds 1hour with 2/ laborers and foreman per side

## LABOR COSTS

CRAFT OF EMPLOYEE	TOTAL HOURS	RATE	TOTAL
OPERATOR	0	\$46.50	\$0.00
OPERATOR OVERTIME	0	\$69.75	\$0.00
LABOR	4	\$37.52	\$150.08
LABOR OVERTIME	0	\$56.28	\$0.00
FOREMAN	2	\$37.34	\$74.69
FOREMAN OVERTIME	0	\$56.02	\$0.00
Truck Driver (shop)	0	\$16.00	\$0.00
Truck Driver OVERTIME	0	\$24.00	\$0.00
	6		
TOTAL LABOR			\$224.77 (1)
FICA @ 7.65%			\$17.19 (2)

## FRINGES

LABORERS	4	HOURS X	\$0.75	PER HOUR =	\$3.00
OPERATOR	0	HOURS X	\$0.93	PER HOUR =	\$0.00
FOREMAN	2	HOURS X	\$14.61	PER HOUR =	\$29.22
Truck Driver (shop)	0	HOURS X	\$0.32	PER HOUR =	\$0.00
	6				
TOTAL FRINGES					\$32.22 (3)

WORMENS COMPENSATION	5.63%	X LINE (1)	\$12.65 (4)
BODILY INJURY INSURANCE	0.19%	X LINE (1)	\$0.43 (5)
PAYROLL PROP. DAMAGE INS.	3.93%	X LINE (1)	\$8.84 (6)
STATE UNEMPLOYEMNT	8.36%	X LINE (1)	\$18.80 (7)
FEDERAL UNEMPLOYMENT	1.35%	X LINE (1)	\$3.03 (8)

VARIOUS OTHER EXPENSE	(ie. per diem)	\$0.00 (9)
TOTAL OF LINES 1, 2, 3, 4, 5, 6, 7, 8 & 9		\$317.93 (10)
ALLOWANCE PER SPEC'S	20.00% OF LINE 10	\$63.59 (11)
GRAND TOTAL FOR LABOR (LINES 10 + 11)		\$381.52 (12)

CONTRACT: B-29697  
 EXTRA WORK FOR: Install Geotex for UD Type 1A

PAGE 2 OF 4

INSURANCE & TAXES

INSURANCE	(TAKEN FROM END OF YEAR FINANCIALS)	\$20.39 (13)
TAX	(TAKEN FROM END OF YEAR FINANCIALS)	\$3.18 (14)
TOTAL OF LINES 13 + 14		<u>\$23.57 (15)</u>
ALLOWANCE PER SPEC'S	10.00% OF LINE 15	<u>\$2.36 (16)</u>
GRAND TOTAL FOR INSURANCE & TAXES (LINE 15 + 16)		<u>\$25.93 (17)</u>

MATERIAL COSTS

Materials from Erosion Resources delivered		\$292.89
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL OF ALL MATERIALS		<u>\$292.89 (18)</u>
ALLOWANCE PER SPEC'S	12.00% OF LINE 18	<u>\$35.15 (19)</u>
GRAND TOTAL MATERIALS: (LINE 18 + 19)		<u>\$328.04 (20)</u>

BASIC EQUIPMENT COSTS (Rates taken from AED Green/Blue Book Rental Rates)

TYPE OF EQUIPMENT UTILIZED	TOTAL HOURS UTILIZED	ADJUSTED EQUIP. COST RATE	TOTAL COST
pick up w/tools for foreman Saw	2.00	\$5.00	\$0.00
	2.00	\$3.07	\$10.00
	0.00		\$6.15
	0.00		\$0.00
	0.00		\$0.00
	0.00		\$0.00
	0.00		\$0.00
	0.00		\$0.00
	0.00		\$0.00
	0.00		\$0.00
	0.00		\$0.00
4			
TOTAL EQUIPMENT			<u>\$16.15 (21)</u>

RENTED EQUIPMENT		<u>\$0.00 (22)</u>
FUEL, LUBRICANTS & TRANSPORTATION COSTS (FROM PAGE 4)		<u>\$41.80 (23)</u>
TOTAL OF LINES 21, 22 & 23		<u>\$57.94 (24)</u>
ALLOWANCE PER SPEC'S	12.00% OF LINE 24	<u>\$6.95 (25)</u>
GRAND TOTAL EQUIPMENT: (LINES 24 + 25)		<u>\$64.90 (26)</u>



CONTRACT:	B 29697	PAGE 3 OF 4
EXTRA WORK FOR:	Install Geotex for UD Type 1A	

#### SUB CONTRACTS

		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL SUBCONTRACT		<u>\$0.00 (27)</u>
ALLOWANCE PER SPEC'S	10.00% OF LINE 27	<u>\$0.00 (28)</u>
TOTAL OF ALL SUBCONTRACTS (LINE 27 + 28)		<u>\$0.00 (29)</u>

#### GRAND TOTALS FOR EXTRA WORK

TOTAL LINES 12, 17, 20, 26 & 29		<u>\$800.38 (30)</u>
PERFORMANCE BOND RATE	0.75% OF LINE 30	<u>\$6.00 (31)</u>
ALLOWANCE PER SPEC'S	10.00% OF LINE 31	<u>\$0.60 (32)</u>

GRAND TOTAL OF EXTRA WORK		\$806.98 (33)
	For 93.3 syd	\$8.65 /sy

CONTRACT	B 29897	1/24/09
EXTRA WORK FOR	Install Geotex for UD Type 1A	

FUEL, LUBRICANTS AND TRANSPORTATION COST BREAKDOWN FOR EQUIPMENT

Fuel Cost Based upon \$/Gallon \$2.30

NOTE: OPERATING COSTS NOTED BELOW ARE BASED UPON \$1.25/Gal. Fuel Cost

EQUIPMENT TYPE UTILIZED	Fuel Rate (gal./hr.)	HOURS UTILIZED	OPERATING COST (PER HOUR)	REGION ADJUST	TRANSPORT COST PER HOUR	TOTAL COST	FUEL ADJUST.
1 TON TRK	4.5		\$12.83	1.00	N/A	\$0.00	\$0.00
2 Ton Truck	5	0	\$14.12	1.00	N/A	\$0.00	\$0.00
PIC UP TRK	4.16	2.00	\$10.40	1.00	N/A	\$20.80	\$8.73
LOWBOY Truck and Tractor	5.83		\$17.95	1.00	N/A	\$0.00	\$0.00
CASE 580 Rubber Tied Backhoe	5.63		\$12.70	1.01	seperate line item	\$0.00	\$0.00
Track Mounted Excavator (60,000	13		\$34.13	1.01	seperate line item	\$0.00	\$0.00
Track Mounted Excavator (50,000	11		\$29.63	1.01	seperate line item	\$0.00	\$0.00
Track Mounted Excavator (40,000	9		\$25.13	1.01	seperate line item	\$0.00	\$0.00
CAT D4	8		\$23.88	1.01	seperate line item	\$0.00	\$0.00
50 Ton Crawler Crane	8		\$31.04	1.06	seperate line items	\$0.00	\$0.00
70 Ton Truck Crane	9		\$29.75	1.06	seperate line items	\$0.00	\$0.00
Pile Driver and Leads	2.5		\$20.63	1.08	seperate line items	\$0.00	\$0.00
Skld Steer	4.75		\$14.13	1.01	seperate line items	\$0.00	\$0.00
Track Loader (10,000# to 15,000#	6.5		\$19.08	1.01	seperate line items	\$0.00	\$0.00
Broom attachment for Skld Steer	0		\$5.00	1.01	N/A	\$0.00	\$0.00
Hammer for Skld Steer	0		\$7.00	1.01	N/A	\$0.00	\$0.00
Scarifier for Skld Steer	0		\$7.50	1.01	N/A	\$0.00	\$0.00
Mini Excavator	5		\$15.44	1.01	seperate line items	\$0.00	\$0.00
GENERATOR/Welder	1.5		\$4.54	1.07	N/A	\$0.00	\$0.00
CONCRETE SAW	0.5	2.00	\$5.29	1.06	N/A	\$11.22	\$1.05
HAND TOOLS	0.5		\$3.29	1.06	N/A	\$0.00	\$0.00
2" PUMP	1.5		\$5.54	1.10	N/A	\$0.00	\$0.00
3" PUMP	2.75		\$8.19	1.10	N/A	\$0.00	\$0.00
Chain Saw	1		\$5.42	1.06	N/A	\$0.00	\$0.00
Traller for Pic up Trk	0		\$4.33	1.00	N/A	\$0.00	\$0.00
AIR COMPRESSOR (185 size)	4.25		\$10.81	1.05	seperate line items	\$0.00	\$0.00
Jack Hammer	0		\$5.17	1.05	N/A	\$0.00	\$0.00
Hand Tampers (Jump Jack, plate c	1		\$5.25	1.03	N/A	\$0.00	\$0.00
Vibrators	0		\$1.33	1.06	N/A	\$0.00	\$0.00
Vibrating Screed	1.1		\$8.71	1.06	seperate line items	\$0.00	\$0.00
Barrier Lifter	0		\$3.67	1.00	N/A	\$0.00	\$0.00
SUB TOTALS		4				\$32.02	\$9.78
TOTAL OPERATING COST FOR EQUIPMENT						\$41.80	



# EXTRA WORK AGREEMENT BREAKDOWN ANALYSIS

DATE: January 2, 2019  
 CONTRACT: B-29697  
 EXTRA WORK FOR: Install Agg for underdrain  
 10 cyds plan Qty. 2 hr w/1 labor, 1 oper/machine & foreman & 1 ld stone/side

## LABOR COSTS

CRAFT OF EMPLOYEE	TOTAL HOURS	RATE	TOTAL
OPERATOR	4	\$46.50	\$186.00
OPERATOR OVERTIME	0	\$69.75	\$0.00
LABOR	4	\$37.52	\$150.08
LABOR OVERTIME	0	\$56.28	\$0.00
FOREMAN	4	\$37.34	\$149.38
FOREMAN OVERTIME	0	\$56.02	\$0.00
Truck Driver (shop)	0	\$16.00	\$0.00
Truck Driver OVERTIME	0	\$24.00	\$0.00
	12		
TOTAL LABOR			\$485.46 (1)
FICA @ 7.65%			\$37.14 (2)

## FRINGES

LABORERS	4	HOURS X	\$0.75	PER HOUR =	\$3.00
OPERATOR	4	HOURS X	\$0.93	PER HOUR =	\$3.72
FOREMAN	4	HOURS X	\$14.61	PER HOUR =	\$58.43
Truck Driver (shop)	0	HOURS X	\$0.32	PER HOUR =	\$0.00
	12				
TOTAL FRINGES					\$65.15 (3)

WORMENS COMPENSATION	5.63%	X LINE (1)	\$27.33 (4)
BODILY INJURY INSURANCE	0.19%	X LINE (1)	\$0.92 (5)
PAYROLL PROP. DAMAGE INS.	3.93%	X LINE (1)	\$19.09 (6)
STATE UNEMPLOYEMNT	8.36%	X LINE (1)	\$40.59 (7)
FEDERAL UNEMPLOYMENT	1.35%	X LINE (1)	\$6.55 (8)

VARIOUS OTHER EXPENSE	(ie. per diem)	\$0.00 (9)
TOTAL OF LINES 1, 2, 3, 4, 5, 6, 7, 8 & 9		\$682.24 (10)
ALLOWANCE PER SPEC'S	20.00% OF LINE 10	\$136.45 (11)
GRAND TOTAL FOR LABOR (LINES 10 + 11)		\$818.69 (12)



### INSURANCE & TAXES

INSURANCE	(TAKEN FROM END OF YEAR FINANCIALS)	\$57.19 (13)
TAX	(TAKEN FROM END OF YEAR FINANCIALS)	\$8.91 (14)
TOTAL OF LINES 13 + 14		\$66.11 (15)
ALLOWANCE PER SPEC'S	10.00% OF LINE 15	\$6.61 (16)
GRAND TOTAL FOR INSURANCE & TAXES (LINE 15 + 16)		\$72.72 (17)

### MATERIAL COSTS

Materials from Young Trucking (2 loads total)		\$770.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL OF ALL MATERIALS		<u>\$770.00 (18)</u>
ALLOWANCE PER SPEC'S	12.00% OF LINE 18	<u>\$92.40 (19)</u>
GRAND TOTAL MATERIALS: (LINE 18 + 19)		<u>\$862.40 (20)</u>

### BASIC EQUIPMENT COSTS (Rates taken from AED Green/Blue Book Rental Rates)

TYPE OF EQUIPMENT UTILIZED	TOTAL HOURS UTILIZED	ADJUSTED EQUIP. COST RATE	TOTAL COST
Excavator pick up w/tools for foreman	4.00	\$48.29	\$193.16
	4.00	\$5.00	\$20.00
	0.00		\$0.00
	0.00		\$0.00
	0.00		\$0.00
	0.00		\$0.00
	0.00		\$0.00
	0.00		\$0.00
	0.00		\$0.00
	0.00		\$0.00
	0.00		\$0.00
	0.00		\$0.00
8		TOTAL EQUIPMENT	\$213.16 (21)

RENTED EQUIPMENT		\$0.00 (22)
FUEL, LUBRICANTS & TRANSPORTATION COSTS (FROM PAGE 4)		\$224.90 (23)
TOTAL OF LINES 21, 22 & 23		\$438.06 (24)
ALLOWANCE PER SPEC'S	12.00% OF LINE 24	\$52.57 (25)
GRAND TOTAL EQUIPMENT: (LINES 24 + 25)		\$490.62 (26)

CONTRACT:	B 29697	PAGE 3 OF 4
EXTRA WORK FOR:	Install Agg for underdrain	

SUB CONTRACTS

	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
TOTAL SUBCONTRACT	<u>\$0.00 (27)</u>
ALLOWANCE PER SPEC'S 10.00% OF LINE 27	<u>\$0.00 (28)</u>
TOTAL OF ALL SUBCONTRACTS (LINE 27 + 28)	<u>\$0.00 (29)</u>

GRAND TOTALS FOR EXTRA WORK

TOTAL LINES 12, 17, 20, 26 & 29	<u>\$2,244.43 (30)</u>
PERFORMANCE BOND RATE 0.75% OF LINE 30	<u>\$16.83 (31)</u>
ALLOWANCE PER SPEC'S 10.00% OF LINE 31	<u>\$1.68 (32)</u>

GRAND TOTAL OF EXTRA WORK	\$2,262.94 (33)
For 10 cubic yards	\$226.29 /cy



FUEL, LUBRICANTS AND TRANSPORTATION COST BREAKDOWN FOR EQUIPMENT

Fuel Cost Based upon \$/Gallon \$2.30

NOTE: OPERATING COSTS NOTED BELOW ARE BASED UPON \$1.25/Gal. Fuel Cost

EQUIPMENT TYPE UTILIZED	Fuel Rate (gal./hr.)	HOURS UTILIZED	OPERATING COST (PER HOUR)	REGION ADJUST	TRANSPORT COST PER HOUR	TOTAL COST	FUEL ADJUST.
1 TON TRK	4.5		\$12.83	1.00	N/A	\$0.00	\$0.00
2 Ton Truck	5		\$14.12	1.00	N/A	\$0.00	\$0.00
PIC UP TRK	4.16	4.00	\$10.40	1.00	N/A	\$41.60	\$17.46
LOWBOY Truck and Tractor	5.83		\$17.95	1.00	N/A	\$0.00	\$0.00
CASE 580 Rubber Tied Backhoe	5.63		\$12.70	1.01	seperate line item	\$0.00	\$0.00
Track Mounted Excavator (60,000)	13		\$34.13	1.01	seperate line item	\$0.00	\$0.00
Track Mounted Excavator (50,000)	11	4.00	\$29.63	1.01	seperate line item	\$119.69	\$46.16
Track Mounted Excavator (40,000)	9		\$25.13	1.01	seperate line item	\$0.00	\$0.00
CAT D4	8		\$23.88	1.01	seperate line item	\$0.00	\$0.00
50 Ton Crawler Crane	8		\$31.04	1.06	seperate line items	\$0.00	\$0.00
70 Ton Truck Crane	9		\$29.75	1.06	seperate line items	\$0.00	\$0.00
Pile Driver and Leads	2.5		\$20.63	1.08	seperate line items	\$0.00	\$0.00
Skid Steer	4.75		\$14.13	1.01	seperate line items	\$0.00	\$0.00
Track Loader (10,000# to 15,000#)	6.5		\$19.08	1.01	seperate line items	\$0.00	\$0.00
Broom attachment for Skid Steer	0		\$5.00	1.01	N/A	\$0.00	\$0.00
Hammer for Skid Steer	0		\$7.00	1.01	N/A	\$0.00	\$0.00
Scarifier for Skid Steer	0		\$7.60	1.01	N/A	\$0.00	\$0.00
Mini Excavator	5		\$15.44	1.01	seperate line items	\$0.00	\$0.00
GENERATOR/Welder	1.5		\$4.64	1.07	N/A	\$0.00	\$0.00
CONCRETE SAW	0.5		\$5.29	1.06	N/A	\$0.00	\$0.00
HAND TOOLS	0.5		\$3.29	1.06	N/A	\$0.00	\$0.00
2" PUMP	1.5		\$5.54	1.10	N/A	\$0.00	\$0.00
3" PUMP	2.75		\$8.19	1.10	N/A	\$0.00	\$0.00
Chain Saw	1		\$5.42	1.06	N/A	\$0.00	\$0.00
Trailer for Pic up Trk	0		\$4.33	1.00	N/A	\$0.00	\$0.00
AIR COMPRESSOR (185 size)	4.25		\$10.81	1.05	seperate line items	\$0.00	\$0.00
Jack Hammer	0		\$5.17	1.05	N/A	\$0.00	\$0.00
Hand Tampers (jump jack, plate c	1		\$5.25	1.03	N/A	\$0.00	\$0.00
Vibrators	0		\$1.33	1.06	N/A	\$0.00	\$0.00
Vibrating Screed	1.1		\$8.71	1.06	seperate line items	\$0.00	\$0.00
Barrier Lifter	0		\$3.67	1.00	N/A	\$0.00	\$0.00
		8					
SUB TOTALS						\$161.29	\$63.61
TOTAL OPERATING COST FOR EQUIPMENT						\$224.90	

Item Selected: 211-06467

Item Desc: Aggregate For End Bent Backfill

Contract No: 29697

New item in contract

Contract: B 29697

# of Des: 1

Awarded: 12/01/2017

Work Type: Bridge Rehabilitation Or Repair

Dist: S

County: Monroe

Award \$: \$1,581,763.28

Prime Contractor: Clr Inc

N = 30



Filtered Data		*2) Enter Range
Min Quantity:	1	1
Max Quantity:	88	125
Min Award:	\$349,475	\$305,985
Max Award:	\$9,569,639	\$10,000,000
From Year	2014	2014
Until Year	2020	2020

N:	30
Min:	\$135.00
Max:	\$415.00
Straight Av.:	\$186.39
Weighted Av.:	\$168.98
Median	\$160.00
Std Dev.	\$65.58

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

50.0%	(or: +/- 25% from average)
from:	to:
\$160.91	< 50% Range < \$177.06
\$145.51	< 95% Confid. < \$192.45
	(95% or +/- 47.5 % from average)

Unit:

CYS

\*4) New Price:

\$226.29

Outside 95% limit



Unit (Must show one on...

CYS

Optional: Pre

B R RS

Optional: Letting Year

2020 2019 2018 2017  
2016 2015 2014

Optional: Dist

C F G  
L S V

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

1) Click On :

2) Select Yes:

Selected It...

3) One Unit only:

Unit

ACRE CYS DAY

4) Enter quantity

1000

(1 &lt; q &lt; 88)

5) Enter Range:

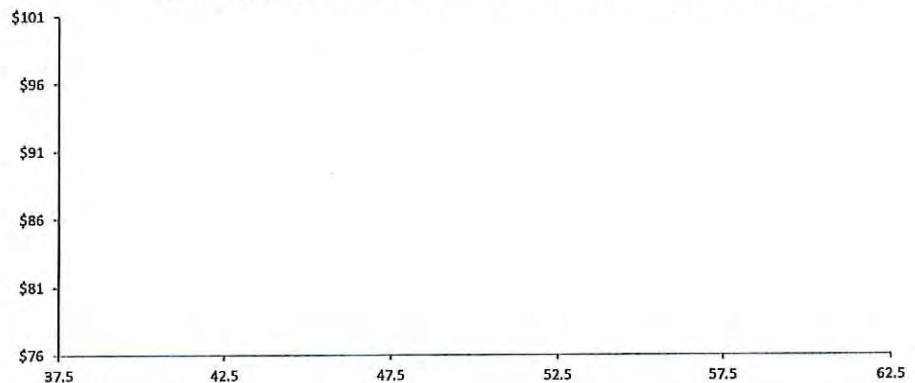
50%

6) Resize Chart

Higher Estimate \$725.88

Middle Estimate \$675.96

Lower Estimate \$626.04



Total Amount:

\$675,960.00

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

25%

Below, or

750

25%

Above, or

1250

Comments:

Name:

Date:



Item Selected: 718-12308

Item Desc: Geotextile For Underdrain, Type 2B

Contract No: 29697

New item in contract

Contract: B 29697

# of Des: 1

Awarded: 12/01/2017

Work Type: Bridge Rehabilitation Or Repair

Dist: S

County: Monroe

Award \$: \$1,581,763.28

Prime Contractor: Clr Inc

N = 32



Filtered Data		*2) Enter Range
Min Quantity:	9	30
Max Quantity:	1685	150
Min Award:	\$689,000	\$323,400
Max Award:	\$164,862,216	\$2,000,000
From Year	2018	2017
Until Year	2020	2020

N:	32
Min:	\$2.75
Max:	\$40.84
Straight Av.:	\$8.95
Weighted Av.:	\$8.95
Median:	\$8.95
Std Dev:	\$2.95

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

50.0%	(or: +/- 25% from average)	
from:	to:	
\$8.59	< 50% Range <	\$9.30
\$7.92	< 95% Confid. <	\$9.97
(95% or +/- 47.5 % from average)		

Unit:

SYS

\*4) New Price:

\$8.65

At -21.5% from average (within 95% range)



Unit (Must show one on...

SYS

Optional: Pre

B R RS

Optional: Letting Year

2020 2019 2018

Optional: Dist

C F G  
L S V

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

1) Click On :

2) Select Yes:

Selected It...

3) One Unit only:

Unit

BDFT CFT CVS

4) Enter quantity

1000

(9 &lt; q &lt; 1685)

5) Enter Range:

50%

6) Resize Chart

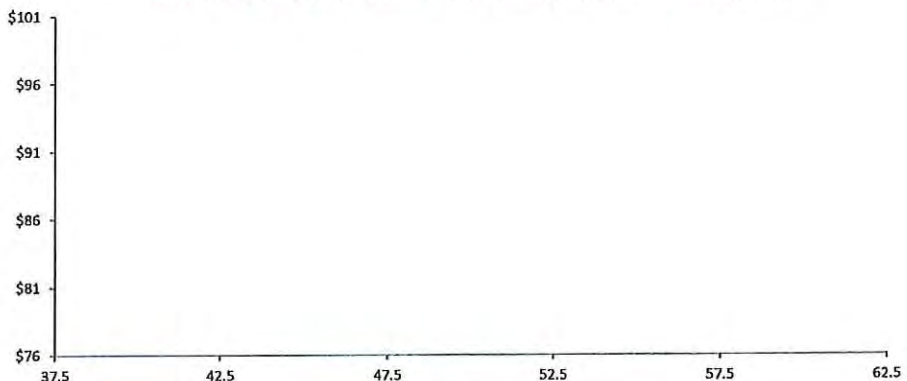
Higher Estimate \$1,241.08

Middle Estimate \$1,216.95

Lower Estimate \$1,192.82

Total Amount:

\$1,216,950.00



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

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

25%	Below, or	750
25%	Above, or	1250

Comments:

Name:

Date:

## CHANGE ORDER REQUEST FORM

CONTRACT NO.

B-29697

DATE OF SUBMISSION

February 14,  
2018

PROJECT DESCRIPTION <i>(route / intersection / bridge no(s).)</i>	Monroe County Bridge #38 INDOT Project B-29697.
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	Replace 6" PVC pipe with 6" HDPE flexible pipe behind new bridge end bents.
PROPOSED SOLUTION SUMMARY	Eliminate existing 6" PVC pipe item and add 6" HDPE pipe item

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

ONSET DATE OF CHANGE	January 22, 2018	CHANGE ORDER TYPE	104.03 Extra Work
----------------------	------------------	-------------------	-------------------

## PROPOSED COST AND TIME ADJUSTMENT

COST

COST INCREASE / (DECREASE):

\$

2168.40

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

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

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

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

TIME ADJUSTMENT

INCREASE / (DECREASE):

(work days)

none

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

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

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

## SUPPLEMENTAL INFORMATION

Additional information may be entered by the contractor.

CHANGE ORDER ORIGINATION:	<input checked="" type="checkbox"/> INDOT / LPA <input type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	
<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	Click here to enter text.
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	New plan sheet #26
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (if yes, attach details)



CHANGE ORDER REQUEST FORM

CONTRACT NO.

B-29697

UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL	January 22, 2019	SUBMITTAL DATE OF ADDITIONAL DETAIL	February 14, 2019
--	------------------	--	-------------------

DETAILED DESCRIPTION / JUSTIFICATION:

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

It was determined by the designer that the abutment drain on this project needed different drainage. Therefore, a new plan was prepared and submitted to the contractor that required that a different pipe type be used which requires a change of the pay item. The revised pipe was cheaper per lineal foot to purchase, therefore, a unit price credit was warranted. However, the quantity required increased by 3 times the original quantity. Therefore, even though the unit price per lineal foot decreased the overall cost to the contract increased due to the increased quantity.

PROPOSED SOLUTION – ADDITIONAL DETAILS:

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

See "detailed description" above. Attached is a Price quote and email from our DBE material supplier for this project. This quote details the cost of the original pipe and the cost of the revised pipe which resulted in an overall decrease in price of \$ 1.35 per lineal foot. With all the normal "add-on" and mark up that we are allowed, this would raise the overall credit to the contract to \$ 1.68 per lineal foot. Our original bid price for this work was \$ 30.00 per lineal foot, therefore, the new reduced unit price would be \$ 28.32 per lineal foot.

Please note that the design increased the required quantity from 41' to 120' as noted on the new revised plan sheet.

CHANGE ORDER REQUEST FORM

**SIGNATURES**

Contractor:

Name: (print) CLR Inc

(signature) [Signature] Date: 2/14/13

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

Name: (print) \_\_\_\_\_

(signature) \_\_\_\_\_ Date: \_\_\_\_\_

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

CONTRACT NO.

**B-29697**

**ATTACHMENT: UNIT PRICE ITEMS DETAIL**

Attach or paste a unit price item detail.





900 North Baker Road  
Boonville, IN 47601  
tel: 812.897.6074  
fax: 812.897.8883

www.erosionresources.us  
For a free copy of the ERS 1000' Roll

all 1120  
1150

## PRICE QUOTE

Page 1

Printed 02/06/19 JAF

<p>Quoted</p> <p>CLR, Inc PO Box 1361 Vincennes IN 47591 Tel: 812-886-0360 Fax: 812-336-3460</p>	<p>Ship To</p> <p>CLR, INC Attn: Jan 1330 S 15th St, 812-886-0360 Vincennes IN</p>
--	--

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
OE00821	02/06/2019	03/08/2019	0001030	B-29697		JAF
JOB ID	Customer Terms			Salesman		
	Net 30			JF		

Product	Description	UM	Quant	Unit Price	Extension
060100PR	6" X 100' SW PERF ROLL PIPE	RL	1	93.00	93.00
0615AA	6" SW INTERNAL COUPLING	EA	1	3.00	3.00
0631AA	6" SW SPLIT CAP	EA	1	4.00	4.00
A2000-06	6" x 12.5' A2000	FT	12.5	2.28	28.50
A2000456	6" 45 BEND A2000	EA	1	6.94	6.94
RGSS6D	6" SS Animal Guard INDOT Domestic Steel *If needed	EA	1	28.72	28.72

# 2.28 Original Cost of PVC

<# 0.93> Revised Cost of Roll Pipe

# 1.35 PER LINEAR FOOT Savings

<p>X: _____</p> <p>(Accepted by)</p>	Sub Total	\$164.16	<p>T o t a l</p> <p>\$164.16</p>
	Freight	\$0.00	
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	

<p><b>MESSAGE</b></p> <p>Erosion Resources &amp; Supply is a DBE Supplier for INDOT projects Thank you Jane Ann Fleener</p>	<p><b>TERMS</b></p> <p>All items sold in full roll/stick quantities as shown in the item description Thank you Jane Ann Fleener</p>
---	---

RE:

Page 1 of 1

From: Jane Ann Fleener <janeann@erosionresources.us>  
To: 'Chad Reitmeyer' <creitmeyer@aol.com>  
Subject: RE:  
Date: Wed, Feb 6, 2019 11:03 am  
Attachments: Price Quote - QE00821.pdf (79K)

---

Quote attached.

You will need at least couplings for the 6" perf and likely a cap on the beginning of the run so those are on the quote.

I also added couplings and caps to your PO from this morning.

If you need Animal Guards for your upcoming jobs let me know.

Thanks!

JA

**From:** Chad Reitmeyer <creitmeyer@aol.com>  
**Sent:** Wednesday, February 06, 2019 9:46 AM  
**To:** janeann@erosionresources.us  
**Subject:**

Jane Ann:

I need a quick favor... On my B-29697 job... I ordered some 6" A-2000 end bent pipe for behind the abutments which is what it called for. However, they changed it from that to the flexible 6" perforated "coil" pipe. They want me to give them a credit since the coil pipe is cheaper to buy. The labor is basically the same but they are right, the material is a little cheaper and they want something from the supplier to back it up when they write the change order.

Can you send me an email or respond to this one or send me a quote (whatever is easiest) and note what the prices per foot are for each product.

Thank you for your help..

Chad Reitmeyer  
CLR Inc.  
812-336-3438 (office)  
812-327-3530 (cell)

Item Selected: 715-05407

Item Desc: Pipe End Bent Drain 6 In

Contract No: 29697

New item in contract

Contract: B 29697

# of Des: 1

Awarded: 12/01/2017

Work Type: Bridge Rehabilitation Or Repair

Dist: S

County: Monroe

Award \$: \$1,581,763.28

Prime Contractor: Clr Inc

N = 30



Filtered Data		*2) Enter Range
Min Quantity:	6	5
Max Quantity:	148	150
Min Award:	\$311,823	\$305,985
Max Award:	\$59,773,454	\$164,862,216
From Year	2014	2014
Until Year	2020	2020

N:	30
Min:	\$22.00
Max:	\$213.22
Straight Av.:	\$43.49
Weighted Av.:	\$30.99
Median	\$29.89
Std Dev.	\$40.48

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

50.0%	(or: +/- 25% from average)
from:	to:
\$26.01	< 50% Range < \$35.98
\$16.51	< 95% Confid. < \$45.48
	(95% or +/- 47.5 % from average)

Unit:

LFT

\*4) New Price:

\$28.32

At -14.1% from average (within 95% range)



Unit (Must show one on...)

LFT

Optional: Pre

B

R

Optional: Letting Year

2020

2019

2018

2017

2016

2015

2014

Optional: Dist

C

F

G

L

S

V

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

1) Click On :

2) Select Yes:

Selected It...

3) One Unit only:

Unit

BDFT

CFT

CYS

↓

4) Enter quantity

1000

(6 &lt; q &lt; 148)

5) Enter Range:

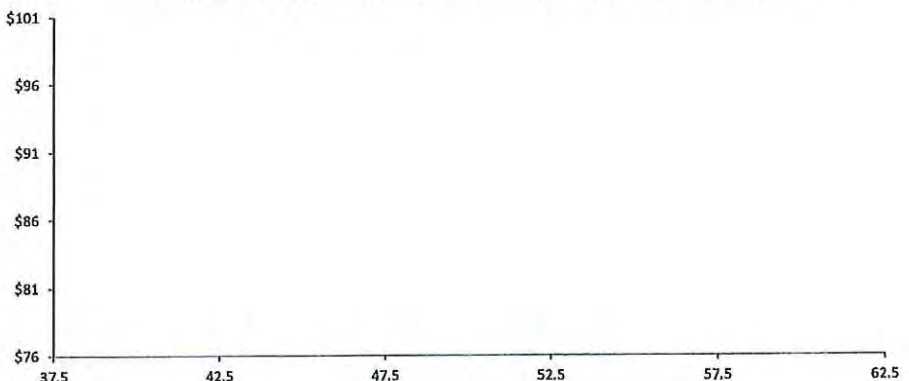
50%

6) Resize Chart

<input type="checkbox"/>	Higher Estimate	\$1,241.08
<input checked="" type="checkbox"/>	Middle Estimate	\$1,216.95
<input type="checkbox"/>	Lower Estimate	\$1,192.82

Total Amount:

\$1,216,950.00



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

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

25%

Below, or

750

25%

Above, or

1250

Comments:

Name:

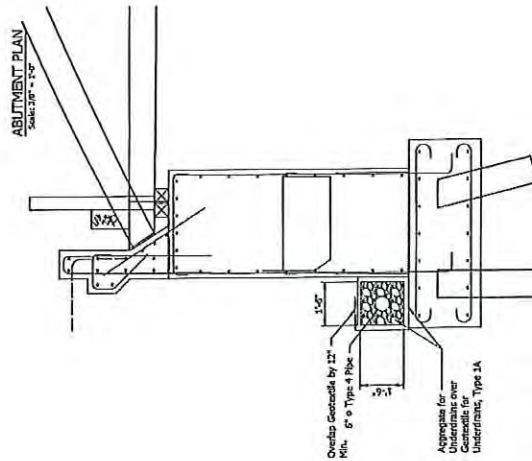
Date:





BILL OF MATERIALS	
MISCELLANEOUS	QTY.
Aggregate for Underdrains	4.0%
Geotextile for Underdrains, Type 2A	41.0%
Pipe, Type 2, Circular, 6 in.	60 ft

1. All the quantities mentioned above are per Abutment.
2. Quantity for Pipe length is approximate and it may varies on field based on the grading and outlet of the pipe.



PERIODICAL SCALE	BUDGET FILE
AS NOTED	MONROE #25
VERTICAL SCALE	EXAMINATION
	01012372
SURVEY BOOK	SHEET'S
	25 of 55
CONTRACT	PROJECT
B-29697	01012372

INDIANA  
DEPARTMENT OF TRANSPORTATION  
ABUTMENT PIPE DETAILS

RECOMMENDED FOR APPROVAL	DATE	8/23/17
<i>David Hughes</i>	DISCUSS DURING	
DESIGNED: _____	PP	DRAWN: _____
CHECKED: _____	DK	CHECKED: _____
		FP





Architectural drawings of the roof structure for the 1950s addition to the University of California, Berkeley Administration Building. The drawings include a plan view, a section view, and a detail view. The plan view shows the layout of the roof trusses, including the main truss, a 2x4 member, and a 2x6 member. The section view shows the vertical alignment of the roof structure, including the truss, the roof deck, and the roofline. The detail view shows the connection between the truss and the roof deck. The drawings are labeled with dimensions, material specifications, and construction notes. A north arrow is also present.

[illegible]

Scale: 1/4" = 1'-0"

NOTES:

1. All Reinforcing Steel above and Extending from the footing shall be Epoxy Coated. All Reinforcing Steel the footing shall be Plain.
2. For Reinforcing Bar Notes, See Standard Drawing E 702-0857-0-1.
3. Fan bars in footings, adjust bottom bars when in conflict with notes.

[illegible]

**Monroe 38**

Mike Cox <MCox@b-l-n.com>

Tue 7/17/2018 3:02 PM

To: Tony Holland <tholland@b-l-n.com>

Tony,

The items I heard in the meeting today that we will need to make sure either CLR sends a RFI for or you reach out to the designer are:

1. Settlement monitoring process/details. Who do we send the settlement reading info to for verification that work can proceed?
2. The contractor noted that Sta 23+50 to 25+50 looks like a good area to have a ditch to keep the water away from the pavement. Does the designer agree?
3. Settlement Plates, lateral stakes and settlement stakes are all called out. Where do the lateral stakes go?
4. VS needs to answer the question that was posed at the preconstruction meeting regarding the footing elevation discrepancy and the backfill and pipe question.

Also, you need to verify that the hammer information is submitted to INDOT by either you or CLR. I have seen that done by either us or contractor in past. Also follow up on the timber materials and contract specifications to make sure the contractor is making all of their submittals required.

Thanks,

Mike

Michael W. Cox, P.E.

Vice President

Manager, Construction Services

Beam, Longest and Neff, LLC

Office (317) 849-5832

Direct (317) 806-3010

Cell (317) 313-6905



**B-29697, Answers for questions raised in progress meeting.**

Tony Holland <tholland@b-l-n.com>

Mon 7/23/2018 4:35 PM

To: creitmeyer@aol.com <creitmeyer@aol.com>

Chad

Below you will find the email I sent to VS Engineering in response to some of the questions we had in the progress meeting. Their responses are in red. Hopefully this will help.

Thank You

Jim & Daniel

As discussed in the Pre-Construction Meeting there are just a few things the Contractor would like clarified.

1: There are small discrepancies on the plans for the elevation of the footers, page 24 shows 567.0, page 25 shows 568.5 and page 26 figures out to be 566.95. We would like to know what elevation to use. **Use 566.95 as the correct elevation.**

2: As Chad had mentioned in the Pre-Construction Meeting, Structure Backfill Type 1 is usually used in conjunction with pipe and since there is no pipe CLR wants to make sure it is the right application in this instance. **This should actually be Type 4**

3: Settlement monitoring process/details. To whom should I send the weekly settlement readings to for verification for the contractor to proceed? **These will be reviewed by you and should be analyzed by a geotechnical engineer. Mike Wigger with Earth Exploration is familiar with the project and I'm sure would be happy to work out a contract to review the data.**

4: As expected the contractor had to undercut a few areas and place B-Borrow. Prior to the proof roll process we discovered ground water adjacent to one of the areas and the Contractor along with the County would like to add a small v ditch from Station 23+50 RT to 25+50 RT to shed away the ground water to help protect the proposed roadway. The concerned parties would like to know if you agree so that they can proceed. **We agree.**

5: Since we have the Settlement Plates and Settlement Stakes installed in the planned locations. Where is the Lateral Stakes to be placed? **The Lateral Stake locations are shown on sheet 11 of the plans. They are to be placed at the toe of slope of the fill, along a line perpendicular to the alignment at the same location of the settlement plates. Sheet 11 gives station & offset locations for each stake.**

Your quick response to these questions would be greatly appreciated.

Thank You




TONY L. HOLLAND  
PROJECT SUPERVISOR  
BEAM, LONGEST & NEFF, L.L.C.  
8126 CASTLETON ROAD  
INDIANAPOLIS, IN. 46250  
P: 317-849-5832  
F: 317-841-4280  
C: 317-691-4349  
[THOLLAND@B-L-N.COM](mailto:THOLLAND@B-L-N.COM)

**Type 4 Backfill B-29697**

Chad Reitmeyer <creitmeyer@aol.com>

Thu 7/26/2018 10:38 AM

To: Tony Holland <tholland@b-l-i-n.com>

 2 attachments (2 MB)

20180726103221220.pdf; 20180726103236267.pdf;

Tony:

As requested. We are submitting a unit price for the installation of INDOT type 4 backfill, as requested in your previous email.

Our requested unit price is: \$ 155.00 per cyd.

This is based upon the neat line pay outlined in the plans of 150 cubic yards.

Please find attached, 3 sets of Indiana Pay item Average reports that indicate what the average prices have been on other competitive bid projects when this item has been bid in similar quantities over the past 1 to 3 years. As you can tell, this analysis takes into account 210 bids and the weighted, straight and median bid prices all fall between \$ 144.19 and \$ 158.14 per cubic yard. Our price falls within that range. The reason for it being on the higher side of the average is due to the fact that the material which is being used is a little more expensive than normal and is coming from our DBE supplier. As well, we anticipate that the field conditions will be such that the quantity of overrun/waste material over and above the "neat line" pay quantity of 150 cubic yards is going to be excessive. However, please note that we are still well within the average of historic pricing.

We also prepared an INDOT extra work agreement analysis spreadsheet which I believe is now required. We figured only 1 day per side of the creek in order to complete this work and figured only the very basic equipment. This cost breakdown, with our allowed markups and add-ons included, resulted in a unit price of \$ 173.14 per cubic yard. However, we are hopeful that the overrun in material will not be quite as bad as we expected in this analysis and we are willing to accept the \$ 155.00 per cubic yard unit price that is requested above.

Please note and remember that the original bid item for type 1 backfill can be eliminated and that the cost savings from that original item (nearly \$10,000) can be used to somewhat off-set the added cost of this new pay item.

Chad Reitmeyer  
CLR Inc.

812-336-3438 (office)  
812-327-3530 (cell)

9/10/2020

**correction B-29697**

Chad Reitmeyer <creitmeyer@aol.com>

Thu 7/26/2018 10:42 AM

To: Tony Holland <tholland@b-l-l-n.com>

Cc: Mike Cox <MCox@b-l-l-n.com>

Tony:

In my previous email. I ask if you wanted to add a backfill drain pipe and/or geotextiles to the end bent backfill area. I forgot, you typically don't use those items when type 4 backfill is used, which is what they say they want us to use.

Please ignore that part of my email when I ask that question.

Sorry.

Chad Reitmeyer  
CLR Inc.

812-336-3438 (office)  
812-327-3530 (cell)

**29697**

Chad Reitmeyer &lt;creitmeyer@aol.com&gt;

Mon 10/29/2018 9:33 AM

To: Tony Holland &lt;tholland@b-l-n.com&gt;

Cc: Mike Cox &lt;MCox@b-l-n.com&gt;; kbrewer1961@yahoo.com &lt;kbrewer1961@yahoo.com&gt;; kbrewer@clincgrp.com &lt;kbrewer@clincgrp.com&gt;

 1 attachments (1 MB)

20181029091405848.pdf

Tony:

Good morning. Hope your weekend was a good one.

Here is an updated schedule for the 29697 job now that we have received clearance from the settlement wait period.

As you know. The Doug Fir structural timber is being delivered tomorrow and we will start on fabrication of that timber next week off site.

Now that this timber has been delivered (or will be tomorrow), I need to schedule getting the old timber picked up from the old Turkey Barn in Greene County. Let me know when this can happen. The sooner the better but its not critical yet. Just let me know what works for you and/or for Barker to do this. If possible, I want my timber framer to be there when we do this, along with my uncle, when we pick this up. Since he is the one that is going to be sawing it and reclaiming it, it would help to have him there. If possible, for his sake, if you could throw out 2 or 3 dates that work for you guys, I can then maybe pick one that works for him as well. It will help if he is there.

Right now, the schedule still shows us starting the substructure work December 1st. This is where I put it on the schedule when I didn't have any idea when we might get released from the settlement period. I was in fact hoping that we would get released sooner than the 6 months that the special provisions indicated that it could take but I sure didn't expect it to be now. That's why I picked and had it at December 1. I am working on moving this up in our schedule and feel confident that I can, however, right now, I don't have a firm date. I will keep you up to date. I promise

That's it on my end.

A couple of loose ends. How is the change order coming for all the undercut and refill and geogrid? It would be nice to be able to get paid for some of that work sometime in the next two or three months. Also, I noticed that nothing has been paid yet on the common excavation for the project. I assume that all of this will be on the next estimate along with the seeding, wetland work and stuff like that. If possible, could you go ahead and overrun the pay on the common excavation quantity in order to include this undercut work. If you could, it would help me. At least I could go head and get paid for that part of the extra undercut work since it doesn't involved getting a change order approved.

Also. Have we received a firm answer on the backfill for the abutments? Are we using the Type 4? That's fine if we are. Just let me know and let me know that this is for sure approved. I will have to make sure that there is a mix design approved for 2018 and for 2019 more than likely, if this is what we are using. Its not a big deal, but it does take some time and does cost me a little something if there is not one already completed for JJ's Concrete, which I am guessing there is not. Again, don't mind doing it, just don't want to do it and spend the money, if in fact that is not what we are going to do and use.

Thanks. I appreciate it.

Chad Reitmeyer

9/10/2020

Mail - Tony Holland - Outlook

CLR Inc.

812-336-3438 (office)  
812-327-3530 (cell)



**Re: Fw: FW: B-29697, Abutment #1 Requested Changes**

Chad Reitmeyer &lt;creitmeyer@aol.com&gt;

Fri 1/18/2019 11:53 AM

To: Tony Holland &lt;tholland@b-l-n.com&gt;

I didn't realize that Steve or Tanner ask a question about the pipe. Not 100% sure what this means ? Doesn't make any difference at this point. Just tell Tanner to do it the way the plan shows and we will be good.

*Sent from my Verizon Motorola Smartphone*

On Jan 18, 2019 11:21 AM, Tony Holland &lt;tholland@b-l-n.com&gt; wrote:

Chad

Please see the email below.

**TONY L. HOLLAND**  
**PROJECT SUPERVISOR**  
**BEAM, LONGEST & NEFF, L.L.C.**  
**8320 CRAIG STREET**  
**INDIANAPOLIS, IN. 46250**  
**P: 317-849-5832**  
**F: 317-841-4280**  
**C: 317-691-4349**  
[THOLLAND@B-L-N.COM](mailto:THOLLAND@B-L-N.COM)

---

**From:** Josh Eisenhauer <jseisenhauer@vsengineering.com>  
**Sent:** Friday, January 18, 2019 10:56 AM  
**To:** Mike Cox  
**Cc:** Dan Kurdziel; Tony Holland  
**Subject:** Re: FW: B-29697, Abutment #1 Requested Changes  
Mike,

I have run this through our structural team as well as the geotechnical consultant about the proposed change. The concern with this change is that it would make the drain impossible to ever clean out in the future and it also removes any sort of redundancy when it comes to drainage.

In addition, if the drain pipe is installed correctly with the fabric, then the backfill won't end up in the drain pipe and therefore won't get flushed down stream. There is always concern when it comes to flooding and the backfill getting washed away, but capping the end of the pipe won't eliminate that concern, it will only make the pipe harder to maintain down the road.

Do you know who asked Tony to make the change? I'd be happy to discuss this with them directly if they are still concerned.

Thank you,

**JOSH EISENHAUER**  
Project Manager  
p: 812.332.5944 ext. 303  
c: 260.519.3583

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On Wed, Jan 9, 2019 at 1:03 PM Mike Cox <[MCox@b-l-n.com](mailto:MCox@b-l-n.com)> wrote:

Josh,

This is a suggested adjustment to your abutment detail. Can you review and comment? Also please verify the backfill as well at your earliest convenience. The abutments are currently under construction.

Thanks,

Mike

Michael W. Cox, P.E.

Vice President

Manager, Construction Services

Beam, Longest and Neff, LLC

Office (317) 849-5832

Direct (317) 806-3010

Cell (317) 313-6905

**From:** Tony Holland <[tholland@b-l-n.com](mailto:tholland@b-l-n.com)>  
**Sent:** Wednesday, January 9, 2019 11:50 AM  
**To:** Mike Cox <[MCox@b-l-n.com](mailto:MCox@b-l-n.com)>  
**Cc:** Guy Della Valle <[gdellavalle@b-l-n.com](mailto:gdellavalle@b-l-n.com)>  
**Subject:** B-29697, Abutment #1 Requested Changes

Mike

I had the Superintendent stop in today and ask for a few changes to the Engineers change in the Abutments. Because of the constant flooding they are concerned about water free flowing through the pipe (when flooded) and washing out the back fill they will be placing which actually does make since only because of the flooding problem. Please look at the sketch I have attached and let me know your thoughts.

**TONY L. HOLLAND**

3/6/2020

Mail - Tony Holland - Outlook

**PROJECT SUPERVISOR**

**BEAM, LONGEST & NEFF, L.L.C.**

**8320 CRAIG STREET**

**INDIANAPOLIS, IN. 46250**

**P: 317-849-5832**

**F: 317-841-4280**

**C: 317-691-4349**

**[THOLLAND@B-L-N.COM](mailto:THOLLAND@B-L-N.COM)**



**Re: FW: Change order for abutment plan change**

Josh Eisenhauer <jseisenhauer@vsengineering.com>

Tue 1/15/2019 8:49 AM

To: Mike Cox <MCox@b-l-n.com>

Cc: Tony Holland <tholland@b-l-n.com>; Dan Kurdziel <dkurdziel@vsengineering.com>

Mike,

Originally the contractor was concerned about the Type 1 not draining, which is why we provided the underdrain detail. Ultimately, as long as the water drains out from behind the abutment we don't have any concerns from a structural point of view. Obviously, if the whole area is flooded nothing will drain but that would be the case regardless of what backfill is used. If the contractor has other concerns about the backfill, we are open to him suggesting an option that alleviates his concerns. However, the Type 1 designation is pretty nonrestrictive according to the INDOT specs.

Please let us know what they would like to do.

Thank you,

**JOSH EISENHAUER**

Project Manager

p: 812.332.5944 ext. 303

c: 260.519.3583

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On Wed, Jan 9, 2019 at 5:44 PM Mike Cox <[MCox@b-l-n.com](mailto:MCox@b-l-n.com)> wrote:

I think he is concerned about washing out material as this area sees a ton of high water events.

Michael W. Cox, P.E.

Vice President

Manager, Construction Services

9/10/2020

Mail - Tony Holland - Outlook

Beam, Longest and Neff, LLC

Office (317) 849-5832

Direct (317) 806-3010

Cell (317) 313-6905

**From:** Josh Eisenhauer <[jeisenhauer@vsengineering.com](mailto:jeisenhauer@vsengineering.com)>

**Sent:** Wednesday, January 9, 2019 5:09 PM

**To:** Mike Cox <[MCox@b-l-n.com](mailto:MCox@b-l-n.com)>

**Cc:** Tony Holland <[tholland@b-l-n.com](mailto:tholland@b-l-n.com)>; Dan Kurdziel <[dkurdziel@vsengineering.com](mailto:dkurdziel@vsengineering.com)>

**Subject:** Re: FW: Change order for abutment plan change

Mike,

Did the contractor give any specifics as to why he thinks the Type 1 is the wrong type?

**JOSH EISENHAUER**

Project Manager

p: 812.332.5944 ext. 303

c: 260.519.3583

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On Mon, Jan 7, 2019 at 6:57 AM Mike Cox <[MCox@b-l-n.com](mailto:MCox@b-l-n.com)> wrote:

Josh,

Please see the highlighted area below. The contractor is continuing to show concern with the type of backfill VS is calling out for the abutments for Monroe 38. Please respond and I will let the contractor know the final direction of the designer.

Thanks,

Mike

Michael W. Cox, P.E.

Vice President

Manager, Construction Services

Beam, Longest and Neff, LLC

Office (317) 849-5832

Direct (317) 806-3010

Cell (317) 313-6905



**From:** Chad Reitmeyer <[creitmeyer@aol.com](mailto:creitmeyer@aol.com)>  
**Sent:** Wednesday, January 2, 2019 2:58 PM  
**To:** Tony Holland <[tholland@b-l-n.com](mailto:tholland@b-l-n.com)>; Mike Cox <[MCox@b-l-n.com](mailto:MCox@b-l-n.com)>  
**Subject:** Change order for abutment plan change

Tony and Mike:

You sent me the new plan for the abutment backfill back in mid November. I know we are now getting closer to actually doing this work and I wanted to get you pricing on the two new pay items that this plan established. Even though they are small items, it still amounts to a few thousand dollars, therefore, I would like to get paid for it if I can. We still have some time before we are doing the work, but if you get a chance, let me know if it looks OK and I will get the material ordered (mainly the under drain geotextiles that were added).

I filled out the new INDOT change order request form. I honestly still do not know who fills this out and to be honest, I am not sure that INDOT knows either, however, I had the time so I filled it out and then attached the normal INDOT unit price cost breakdowns that I know INDOT likes to see from me. If you don't like how I filled it out, then feel free to make out your own and attach the cost breakdowns to it. I was just trying to help and keep the process going in case you wanted me to. Please note that the unit prices themselves are high but the quantities that are associated with them are very very low. The total of the change is still only around \$ 3000.

I continue to understand from your email but wanted to confirm that we using Type 1 backfill behind the new abutments. I know this is what you noted in your email and this is still the assumption that I am going with, even though I think it is a mistake. As well, I would note that we already have a pay item for the 6" pipe established on the original contract, which I am assuming that we will be using.

Thanks. Let me know.

9/10/2020

Mail - Tony Holland - Outlook

I would also like to check. I know that you covered paying for the common excavation on the last pay estimate for the undercut that we did at the start of the job, however, I was wondering what your thoughts were for getting the change order submitted and approved for the refill material and for the geogrid that we used. Please just let me know. I think I gave you everything that you need, however, if I have not, just let me know. I know we finally agreed on the pricing quite some time ago but if you need any additional paperwork, just let me know.

Thank you.

Chad Reitmeyer

CLR Inc.

812-336-3438 (office)

812-327-3530 (cell)



**Re: Change order for abutment plan change**

Chad Reitmeyer <creitmeyer@aol.com>

Tue 1/15/2019 4:37 PM

To: Tony Holland <tholland@b-l-n.com>; Mike Cox <MCox@b-l-n.com>; Guy Della Valle <gdellavalle@b-l-n.com>; RWREN@indot.IN.gov <RWREN@indot.IN.gov>

We already have a price for the underdrain pipe in the contract I believe.. The agg for underdrain is a very small quantity. Not much money, but high unit price. Look at the cost breakdown, I think you will agree that I have cut everything out of it that I can. It could be a lot lot higher.

Let me know . I think we are about ready to think about doing the work.

sent via droid maxx

Chad Reitmeyer  
CLR Inc.

812-336-3438 (office)  
812-327-3530 (cell)

On Tuesday, January 15, 2019 Tony Holland <tholland@b-l-n.com> wrote:

Chad

Please keep in mind that we have not received an approval on the Change Order yet. I am working on the Cost analysis on the Aggregate for Underdrains and it is way out of the ballpark and will need to be worked on. Also, we noticed that the Change Order Request did not have the Underdrain pricing. Was this attentional? I believe we already have an Item for the Structure Backfill, Type 1. Let me know if you have any questions.

Thank You

TONY L. HOLLAND  
PROJECT SUPERVISOR  
BEAM, LONGEST & NEFF, L.L.C.  
8320 CRAIG STREET  
INDIANAPOLIS, IN. 46250  
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[THOLLAND@B-L-N.COM](mailto:THOLLAND@B-L-N.COM)

---

**From:** Chad Reitmeyer <creitmeyer@aol.com>  
**Sent:** Wednesday, January 2, 2019 2:57:54 PM  
**To:** Tony Holland; Mike Cox  
**Subject:** Change order for abutment plan change

Tony and Mike:

You sent me the new plan for the abutment backfill back in mid November. I know we are now getting closer to actually doing this work and I wanted to get you pricing on the two new pay items that this plan established. Even though they are small items, it still amounts to a few thousand dollars, therefore, I would like to get paid for it if I can. We still have some time before we are doing the work, but if you get a chance, let me know if it looks OK and I will get the material ordered (mainly the under drain geotextiles that were added).

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9/10/2020

Mail - Tony Holland - Outlook

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**Re: FW: B-29697, Abutment #1 Requested Changes**

Josh Eisenhauer <jseisenhauer@vsengineering.com>

Fri 1/18/2019 10:57 AM

To: Mike Cox <MCox@b-l-n.com>

Cc: Dan Kurdziel <dkurdziel@vsengineering.com>; Tony Holland <tholland@b-l-n.com>

Mike,

I have run this through our structural team as well as the geotechnical consultant about the proposed change. The concern with this change is that it would make the drain impossible to ever clean out in the future and it also removes any sort of redundancy when it comes to drainage.

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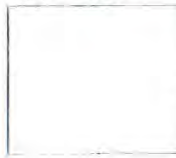
Thank you,

**JOSH EISENHAUER**

Project Manager

p: 812.332.5944 ext. 303

c: 260.519.3583



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Mike

Michael W. Cox, P.E.

Vice President

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**From:** Tony Holland <[tholland@b-l-n.com](mailto:tholland@b-l-n.com)>

**Sent:** Wednesday, January 9, 2019 11:50 AM

**To:** Mike Cox <[MCox@b-l-n.com](mailto:MCox@b-l-n.com)>

**Cc:** Guy Della Valle <[gdellavalle@b-l-n.com](mailto:gdellavalle@b-l-n.com)>

**Subject:** B-29697, Abutment #1 Requested Changes

Mike



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**TONY L. HOLLAND**

**PROJECT SUPERVISOR**

**BEAM, LONGEST & NEFF, L.L.C.**

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**[THOLLAND@B-L-N.COM](mailto:THOLLAND@B-L-N.COM)**

The Contractor would like to stop the drain prior to the area in red and cap it.

