

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: October 28, 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

Ordinance 2020-50: An ordinance regarding the COVID-19 Cares Grant Fund

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: NA

Fund Number NA

Amount: NA

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 Indiana Finance Authority and the Indiana State Board of Accounts has given guidance on accounting for the CARES Grant Fund. This a Federal reimbursement for expenses during the current health emergency. This ordinance follows that guidance.

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: 10/23/2020

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

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

ORDINANCE NO. 2020-50

AN ORDINANCE REGARDING THE COVID-19 CARES GRANT FUND

WHEREAS, Monroe County has been allocated \$4,766,543 in CARES funding for reimbursement of expenditures related to the COVID-19 Health Emergency; and,

WHEREAS, the CARES funding program allows for Counties to recoup expenses for certain personnel costs, and direct County COVID 19 expenditures; and,

WHEREAS, the CARES funding program also allows the County to contribute its available funding to other governmental units, not-for-profits, and local business that have incurred eligible expenses.

WHEREAS, the Monroe County Board of Commissioners opted to allow local business and not-for-profits, to apply for a portion of the CARES funding; and,

WHEREAS, the State Board of Accounts (SBOA) have given guidance on accounting and documenting the funds; and,

WHEREAS, the County Commissioners find it in the best interest of the County and Community to have the funding that relates to the personnel costs to be transferred to Monroe County's General Fund, while the remaining expenses transactions be corrected as outlined in the SBOA guidance.

BE IT THEREFORE ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA all reimbursements of CARES GRANT funding that are a result of personnel costs as allowed by the Indiana Finance Authority be transferred to the Monroe County General Fund as allowed by the Indiana State Board of Accounts.

That the Auditor follow the Indiana State Board of Accounts guidelines in noting and amending all other reimbursements.

Duly adopted by the following vote of the members of the Monroe County Commissioners, this 28th day of October, 2020.

BOARD OF COMMISSIONERS OF MONROE COUNTY

"AYES"

Julie Thomas, President

Lee Jones, Vice President

Penny Githens, Commissioner

ATTEST: October , 2020

Catherine Smith, Auditor

"NAYS"

Julie Thomas, President

Lee Jones, Vice President

Penny Githens, Commissioner

MONROE COUNTY BOARD OF COMMISSIONERS

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Item for Work Session / Discussion ☐

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

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Contract with Black Lives Matter Bloomington
regarding Elected Officials Training

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:

Black Lives Matter Bloomington will conduct a one day training for Elected Officials.

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: 10/23/2020

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

Black Lives Matter Bloomington

<p>June 23 2020 Updated 09-01-20</p> <p>Invoice No. X105</p>	<div>  <div> <h2>INVOICE Estimate</h2> <p>Prepared for City of Bloomington & City Council •</p> <p>Project: Moving Towards Anti-Racist Policy Training</p> <p>Black Lives Matter B-town• 812-327-1427</p> </div> </div>
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DESCRIPTION OF WORK	QTY/HRS	UNIT PRICE	SUB TOTAL
<p>Staff for 1 Day Training: Workshop Facilitators:</p> <p>Amrita Chakrabarti Myers, Ph.D -Ruth N. Halls Associate Professor of History & Gender Studies at Indiana University, Ph.D from Rutgers Univ., Core Council Member BLM B-town</p> <p>Jacinda Townsend Gides, J.D. -Rachel-Rivers Coffee Distinguished Professor in Creative Writing at Appalachian State University, J.D. Duke Univ, MFA Iowa Univ & BA Harvard, Novelist, Core Council Member BLM B-town</p> <p>Michelle Moyd -Ruth N. Halls Associate Professor, Department of History, Associate Director, Center for Research on Race and Ethnicity in Society (CRRES), Faculty Affiliate, African Studies Program. Ph. D in History from Cornell University, Author and Core Council Member BLM B-town</p> <p>Martin Law -Associate Instructor Indiana University, MA form Indiana University, Musician, Core Council Member BLM B-town</p> <p>Lauren McCalister -Food and Social Justice Activist, Yoga Teacher & Community Health Educator, Current Masters of Public Health Student Core Council Member BLM B-town</p> <p>Rev. Jada Bee -Social Justice Activist & Public Speaker, Reverend in the Spiritual Humanist Church, Musician, Published Poet, Business Owner, Indiana University Grad, Core Council Member BLM B-town</p>	6 hrs	\$875/hr per 6 people for 6hrs	\$5,250
<p>Whryne Rasheed -Social Justice Activist, Leader in Black Lives of UU movement, Indiana University Grad, Core Council Member BLM B-town our Workshop Facilitator</p>	6 hrs	\$83.333/hr	\$500
<p>Amy Makice, LCSW- RCT Specialist, MA from Tulane University, Parent educator, Licensed Psychotherapist, BLM Btown's training processing specialist.</p>	2 hrs	\$125.00/hr	\$250
<p>Technology and Support Staff: IF ONLINE One additional staff member for streaming services.</p>	6 hrs	\$41.666/hr	\$250
<div>  <p>Email blacklivesmatterbtown@gmail.com for payment information & address.</p> </div>		<p>GRAND TOTAL</p> <p>If Online ADD</p>	<p>\$6,000</p> <p>\$250.00</p>

ELECTED OFFICIALS TRAINING

Agreement made the ____ day of ____, 2020, between Black Lives Matter Bloomington (“Contractor”) and Board of Commissioners of Monroe County (“Board”). The Contractor and Board mutually agree as follows:

1. **Project.** The undersigned Contractor, shall provide a training to elected officials, as outlined in Exhibit A.
2. **Term.** The training is scheduled for January 30, 2021, the date may be changed by written agreement executed by both parties.
3. **Cost.** The total cost of the work shall not exceed \$6,250.
4. **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.
5. **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.
6. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys’ fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of its employees.
7. **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.

8. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor’s noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety,

State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:

- Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
- Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
- Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

9. **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.
10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
11. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

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

Black Lives Matter Bloomington
"Contractor"

Board of Commissioners of Monroe County
"Board"

by

Date _____

ATTEST: _____, 2020

Catherine Smith, Auditor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: October 28, 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

Amended Agreement regarding the Wonderlab
Food and Beverage Grant

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: NA

Fund Number NA

Amount: NA

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:

Wonderlab has requested an extension until November 30th to provide the accounting of the expenditures. The original agreement required the money to be spent before January 1, 2021 and required reporting of the expenditures within 2 months following completion of expenditures. The grant funds were expended prior to September.

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: 10/23/2020

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

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

AMENDED AGREEMENT FOR THE COVID FOOD AND BEVERAGE FUND GRANT

This Agreement is entered into by the Monroe County Board of Commissioners ("County") and Wonderlab. ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a COVID-19 ("Grant") awarded to Grantee by Monroe County. The County and the Grantee mutually agree as follows:

1. **Amount.** County agrees to contribute to Grantee the sum of **\$65,000** from the Food and Beverage Tax fund.
2. **Purpose.** Grantee shall only use the Grant for purposes described in exhibit A. The award is based upon the information provided in Grantee's grant application. Grantee hereby verifies the accuracy of the information contained in the application. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee shall return the funds. The Grant Application is hereby incorporated by reference to this agreement.
3. **Completion.** The Grant must be used by Grantee no later than October 1, 2021. Grantee's failure to timely expend fund shall require the Grantee to refund the grant amount within twenty (20) days.
4. **Compliance.** Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded. If Grantee is reimbursed for in whole, or in part expenditures associated with this emergency funding, Grantee shall refund the county for the amount reimbursed. Grantee shall use Exhibit B to report any such reimbursement. Such report must be filed with the County Auditor within 30 days from receipt of the reimbursement.
5. **Report.** **On or Before November 30th, Grantee shall file a written report with the Monroe County Commissioners Office documenting the use of the Grant funds, accompanied with proof of payment of the funds.** Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made. If Grantee fails to timely report expenditures of the funds, then Grantee shall refund the grant amount to the County within twenty (20) days.
6. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in the Monroe County Indiana Circuit Courts.

In Witness Whereof, County and Grantee have executed this Agreement as dated below.

County: Monroe County Board of Commissioners

Grantee: Wonderlab

By: _____
_____, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

_____, Auditor
Monroe County, Indiana

Date: _____, 20____.

This Grant is an expenditure that has a legitimate government purpose and is acceptable under Indiana Code during the current emergency declaration.

Jeff Cockerill
Monroe County Legal Department

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 10/28/2020

Item for Formal Meeting? ☒
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(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

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

Amendment #2 with Shrewsberry for the Baby Creek Culvert Replacement Project

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: Stormwater

Fund Number 1197

Amount: \$43,530.00

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 amendment is to include additional professional services related to survey work, appraisal and purchase of additional right-of-water due to backwater impacts of the new culverts that are being designed for this project.

The amendment was approved by the Stormwater Board on October 14, 2020.

Person Presenting: Lisa Ridge

Department: Highway

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

Submitted by: Lisa Ridge

Date: October 19, 2020

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

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



7321 Shadeland Station
Suite 160
Indianapolis, IN 46256
317-841-4799
FAX: 317-841-4790
www.shrewsusa.com

OWNER ☒
CONSULTANT ☐
OTHER ☐

AMENDMENT CHANGE ORDER

PROJECT: Baby Creek Small Structure Replacements

AMENDMENT NUMBER: 2

DATE: 09/ 25 /2020

CLIENT: Monroe County Public Works Department

CONSULTANT'S PROJECT NO.
17-0230

CONTRACT DATE: 11/08/2018

CONTRACT FOR: \$297,000 (Design)

Note previous agreements on this project:

-Contract 1: \$34,500 (PER), Executed on 04/12/2018

-Amendment1: \$40,000, Executed on 09/12/2019

The Contract is changed as follows: Shrewsberry and its subconsultants shall provide additional professional services related to the survey, appraisal and purchase of additional Right-of-Way related due to backwater impacts of the new culverts that are being designed for this project. Documentation is included with Change Order.

\$43,530

Not valid until signed by Client and Consultant

The original Contract Sum was..... \$ 331,500

Net change by previously authorized Change Orders..... \$ 40,000

The Contract Sum prior to this Change Order was \$ 371,500

The Contract Sum will be increased/decreased

by this Change Order in the amount of \$ 43,530

The new Contract Sum including this Change Order will be..... \$ 415,030

The Contract Time will be changed by (x) days

The date of Substantial Completion as of the date of this Change Order therefore is

Unchanged: The County would like to award this project to a Contractor by December, 2020.

NOTE: All other provisions of the original contract remain unchanged.

SHREWSBERRY & ASSOCIATES, LLC

CONSULTANT

7321 Shadeland Station, Suite 160
Indianapolis, IN 46256

Address

By

K. Adu-Sar Kodie Director, Water
Resources Engineering

Title

Date 09/25/ 2020

MONROE COUNTY PUBLIC WORKS DEPARTMENT

501 North Morton Street, Suite 216
Bloomington, IN, 47404

Address

By

Title

Date



Description	Entity	Value	Comment
Sub Consultants Fees			
Additional Survey Work as a Flood Mitigation Modeling	Deckard Land Surveying	\$ 12,000	
Additional Appraisal Work as a Result of Flood Mitigation Modeling	Monroe Owen Appraisal	\$ 12,500	Per Discussions with Subs
Additional Purchasing due to Flood Mitigation Modeling	Todd Taylor	\$ 9,030	
Sub total		\$ 33,530	Sum of above
Shrewsberry Fees			
Additional Sub Coordination		\$ 10,000	Additional Coordination
Sub total		\$ 10,000	Sum of above
Total		\$ 43,530	Sub Costs + Shrews Cost

MONROE COUNTY BOARD OF COMMISSIONERS

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

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Agreement between the Monroe County Board of Commissioners and Beam, Longest and Neff, LLC for the Curry Pike/Smith Pike/Woodyard Road Intersection

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: Westside Economic Development Area

Fund Number: 4920

Amount: \$298,400.00

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

Executive Summary:

This agreement is for Construction Inspection services during the construction of the intersection improvement at Curry Pike, Smith Pike and Woodyard Road intersection. The project letting date is 2/10/2021. The project will consist of a dog bone shaped roundabout for the two intersections to improve traffic flow and to help with the safety of the distance of the two existing intersections.

The agreement was approved unanimously at the 10/21/2020 RDC board meeting.

Person Presenting: Lisa Ridge

Department: Highway

Attorney who reviewed: Jeff Cockerill

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

Submitted by: Lisa Ridge

Date: October 22, 2020

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

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

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20____ ("Effective Date") by and between Monroe County Board of Commissioners, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Beam, Longest and Neff, L.L.C. ("the CONSULTANT"), [a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: 1700733

Project Description: Construction Observation for Curry Pike Intersection Improvements

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be 38 weeks. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 298,400.00.

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

SECTION VI GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

7. **Compliance with Laws.**

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

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

9. **Confidentiality of LPA Information.**

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

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

11. **DBE Requirements.**

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

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

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

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

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

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

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

13. Disputes.

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

14. Drug-Free Workplace Certification.

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

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

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

Notices to the LPA shall be sent to:

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

Notices to the CONSULTANT shall be sent to:

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

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

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

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

35. **Termination for Default.**

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

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

[Remainder of Page Intentionally Left Blank]

Non-Collusion.

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

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

CONSULTANT**MONROE COUNTY BOARD
OF COMMISSIONERS**_____
Signature_____
James B. Longest, President
(Print or type name and title)

Attest:

Signature_____
Pat Murphy, Project Coordinator
(Print or type name and title)_____
Signature_____
Julie Thomas, Commissioner
(Print or type name and title)_____
Signature_____
Lee Jones, Commissioner
(Print or type name and title)_____
Signature_____
Penny Githens, Commissioner
(Print or type name and title)

APPENDIX "A"

Services by CONSULTANT

A. Engineering Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one (1) full time Resident Project Representative, a Project Coordinator, Inspectors, clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experience of personnel provided by the CONSULTANT are subject to approval by the Local Public Agency and the Indiana Department of Transportation and no personnel will be assigned to the project until Local Public Agency and the Indiana Department of Transportation approval is obtained.

The full time Resident Project Representative will take directions from and report to the Indiana Department of Transportation Area Engineer on all matters concerning contract compliance and administration.

The full time Resident Project Representative will coordinate project activities with the Local Public Agency's Project Coordinator and Indiana Department of Transportation Area Engineer.

B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract, and give to the Local Public Agency detailed documentation concerning its acceptability.
2. Conferences: Attend pre-construction conferences as directed by the Local Public Agency, arrange a schedule of progress meetings, and such other job conferences as are required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the Local Public Agency for notification to those who are expected to attend. Record for the Local Public Agency, as directed, minutes of such meetings.

The CONSULTANT shall be available for conferences as requested by the Local Public Agency, State, and Federal Highway Administration to review working details of the project. The Local Public Agency, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.

3. Liaison: Serve as the Local Public Agency's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the full time Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the Local Public Agency and Indiana Department of Transportation by the full time Resident Project Representative.

4. Cooperate with the Local Public Agency in dealing with the various federal, state and local agencies having the jurisdiction over the project.
5. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.
6. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. Equipment: Furnish all equipment necessary to sample and test materials in accordance with Indiana Department of Transportation procedures.
8. Samples: Obtain field samples of materials delivered to the site as required by the state and deliver such samples to the appropriate Indiana Department of Transportation laboratory office.
9. Shop Drawings:
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to Design Consultant personnel for approval.
 - b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Local Public Agency and the Indiana Department of Transportation when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
10. Review of Work, Inspection, and Tests
 - a. Conduct on-site inspections for the Local Public Agency of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
 - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the Indiana Department of Transportation Construction Manual and in accordance with current accepted practices.
 - c. Accompany visiting inspectors, representing local, state or federal agencies having jurisdiction over the project, and report details of such inspection to the Local Public Agency and Indiana Department of Transportation.

- d. Verify that required testing has been accomplished.
- 11. Modifications: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Local Public Agency and Indiana Department of Transportation.
 - 12. Records:
 - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
 - b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations and specific observations with regard to test procedures. Upon request furnish copies of such a diary or log book to the Local Public Agency.
 - c. Maintain for the Local Public Agency, a record of names, addresses and telephone numbers of all subcontractors and major material suppliers.
 - d. Maintain a set of drawings on which authorized changes are noted, and deliver to the Local Public Agency upon request, but in any event at the completion of the project.
 - e. Prepare the Final Construction Record and Final Estimate as required by the Indiana Department of Transportation and the Local Public Agency.
 - 13. Reports: Furnish to the Indiana Department of Transportation and the Local Public Agency at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
 - 14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Local Public Agency and Indiana Department of Transportation for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contracts.
 - 15. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.

16. Work Schedule and Suspension: The Consultant's crew will be required to regulate their work week to conform to the Contractor's hours in accordance with the directions of the Indiana Department of Transportation Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.
17. Contract Administration: The CONSULTANT will administer the contract in accordance with Indiana Department of Transportation procedure.
18. Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT or an individual associated with the CONSULTANT cannot accept or perform any work (including but not limited to construction engineer, production staking, falsework drawings, shop drawings) for the Contractor, material supplier of the Contractor or for any of the Contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer, or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT.

For purposes of this section, the following definitions shall be used:

Director - Any member of the board of directors of a corporation.

Officer - The president, secretary, treasurer, or such other officers as may be prescribed by the corporation bylaws.

Owner - A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

APPENDIX "B"

Information and Services to be furnished by LOCAL PUBLIC AGENCY

The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:

1. Local Public Agency shall designate an employee as Project Coordinator to coordinate activities between CONSULTANT, INDOT and Local Public Agency.
2. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.

APPENDIX "C"

Schedule

The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a Letter of Notification to proceed is received from the Local Public Agency. The CONSULTANT shall complete the delivery of the final construction record and final estimate to the District Engineer within forty-five (45) calendar days after the Contractor's last day of work.

APPENDIX "D"

Compensation:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$298,400.00, unless a supplement is executed by the parties which increases the maximum amount payable.
2. The CONSULTANT will be paid for the work described in Appendix "A" in accordance with the following negotiated hourly billing rates per classification.

<u>Labor Classification</u>	<u>Allowable Hourly Rates Per Year</u> <u>2020/21</u>
Project Manager	\$ 237.69
RPR	\$ 126.57
Overtime	\$ 145.53

The classification rates are based on the fiscal year for the actual hours of work performed by essential personnel exclusively working on this Contract. Rates will be adjusted in July of each year based upon the currently published ECI.

The not to exceed amount assumes one (1) RPR will be on site forty four (44) hours per week for thirty (30) weeks and one (1) assistant RPR will be on site forty (40) hours per week for six (6) weeks. Should this construction duration be exceeded, a supplemental agreement will be required.

3. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by INDOT prior to any reimbursement therefore.
4. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

B. Method of Payment

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

Monroe County Highway Department
501 N. Morton Street, Suite 216
Bloomington, IN 47404

2. The invoice vouchers shall represent the value, to INDOT, of the partially completed work as of the date of the invoice voucher. The CONSULTANT

shall submit a separate invoice for each project. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, number of hours worked since the last invoice voucher was submitted, and the hourly rate.

No allowance shall be made for overtime premium wages, unless authorized in advance in writing by INDOT. When approved, overtime premium wages will only be paid for those employees allowed to receive overtime premium according to the CONSULTANT's standard policy. Neither overhead additive nor profit will be applied to the overtime premium portion of direct salary and wages.

3. If INDOT does not agree with the amount claimed by the CONSULTANT on an invoice voucher, INDOT will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed amount. The letter will be sent to the CONSULTANT's address on page 1 of this Contract or the CONSULTANT's last known address.
4. The CONSULTANT shall submit to INDOT a list of personnel, along with job classification and salary, the firm is planning to use on work covered by this Contract. No additions in personnel or changes in personnel salaries shall be effective for purpose of this Contract until approved by INDOT.
5. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and the portion of the fixed fee completed by the CONSULTANT is within ten (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT and the status will be evaluated.

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MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 10/28/2020

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 #3 with CLR Contractors for the Cedar Ford Covered Bridge

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: \$12,951.00

Local Match:

Total Received: \$3,238.86

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

Fund Name: Cumulative Bridge

Fund Number: 1135

Amount: \$16,189.86

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 change order is for compensation to the contractor for additional quantities used during the undercutting operation to remove additional unsuitable material than originally planned. The areas were excavated deeper prior to placement of the backfill material for a more stable foundation. There was also an area discovered that contained concrete and wood debris from where an old barn once stood requiring excavation.

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: October 22, 2020

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

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

INDIANA Department of Transportation
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:Pending

Change Order Information

Date Generated: 10/14/2020

Change Order No.: 003

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: Overrun on existing Pay Item No. 0085

Original Contract Amount \$ 1,581,763.28

Current Change Order Amount \$ 16,189.86

Percent: 1.024 %

Total Previous Approved Changes \$ 53,403.46

Percent: 3.376 %

Total Change To-Date \$ 69,593.32

Percent: 4.400 %

Modified Contract Amount \$ 1,651,356.60

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

INDIANA

Date: 10/21/2020

Change Order No: 003

Department of Transportation

Page: 3

Contract: B -29697
 Project: 0101232 - State: 9953015
 Change Order Nbr: 003
 Change Order Description: Overrun on existing Pay Item No. 0085
 Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0085	0101232	0085	211-09194	TON	25.850	626.300	C	Amount:\$ 16,189.85

Item Description: B BORROW

Supplemental Description1:

Supplemental Description2:

Total Value for Change Order 003 = \$ 16,189.85

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. 003 has been generated to compensate the contractor for additional quantities used during the undercutting operation to remove additional unsuitable material than originally planned. These areas were excavated deeper prior to placement of backfill material for a more stable foundation. There was also an area discovered that contained concrete and wood debris from where an old barn once stood requiring additional excavation. A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

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

Notification and consent to this change order is hereby acknowledged.

Contractor: _____

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:003

INDIANA
Department of Transportation

Date:10/21/2020
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Holland, Tony	00/00/0000	Action Pending

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard:

Item for Formal Meeting? ☐

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Vendor #

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:

This supplemental is for the Lori Lane culvert replacement project. We have worked vigorously with the property owners concerning the design and access to this culvert. By changing the design to provide an area for a different access to the structure will help the county for years to come for maintenance of the culvert. It is in the best interest for maintenance, parcel acquisition and overall future costs.

Person Presenting:

Department:

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 AND to the Commissioner's

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

SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement is made and entered into _____, 2020, by and between **Monroe County Board of Commissioners**, acting by and through its **Highway Department** hereinafter referred to as "LOCAL PUBLIC AGENCY", and

CHA Consulting, Inc.
300 South Meridian Street
Indianapolis, IN 46225

hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY did on April 12, 2019, enter into an Engineering Agreement with the CONSULTANT in relation to the following described project:

Project Development Services for Lori Lane Culvert

WHEREAS, the LOCAL PUBLIC AGENCY desires the CONSULTANT to complete additional engineering and other related services for the above described project,

WHEREAS, in order to provide for the completion of the work, it is necessary to amend and supplement the Engineering Agreement.

NOW, THEREFORE, it is agreed by and between the parties as follows:

I. THE ORIGINAL EXHIBIT "A" SHALL BE SUPPLEMENTED WITH THE ATTACHED EXHIBIT "A-1". THIS SUPPLEMENTAL AGREEMENT NO. 1 SHALL INCLUDE EXHIBIT "C-1" ANNEXED HERETO, WHICH SHALL CONSTITUTE THE SCHEDULE TO COMPLETE THE ADDITIONAL SERVICES WHICH ARE THE SUBJECT OF THIS SUPPLEMENTAL AGREEMENT NO. 1. THE ORIGINAL EXHIBIT "D" IS DELETED AND A NEW EXHIBIT "D-1" SHALL REPLACE THE AFORESAID ORIGINAL EXHIBIT "D".

II. EXCEPT AS HEREIN MODIFIED, CHANGED AND SUPPLEMENTED, ALL TERMS OF THE ORIGINAL ENGINEERING AGREEMENT DATED APRIL 12, 2019 SHALL CONTINUE IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1

CONSULTANT

Monroe County Board of Commissioners

Highway Department
Monroe County, Indiana

CHA Consulting, Inc.
(Typed Firm Name)

Lisa Ridge, Director



Ali Hekmatfar, Ph.D., P.E.

Project Manager II

Date:

Attest:

Exhibit "A-1"

SECTION I: PLANS AMENDMENT

Objective

The objective of this task is to update design plans to accommodate a new Access Lane on the south-west quadrant of the project per Monroe County request. This design will be in general accordance with Indiana Design Manual. This will include updating final design plans and construction document for a Local letting of the Project.

Deliverables

- The Products of this section are as follows:
 - Update Final Tracings Package submittal for Local letting.

Activity

The Consultant will perform the design services described as follows:

- Client and Agency Coordination
- One Field Visit
- Update Final Tracings Plans to Provide New Access Lanes Including:
 - Update Index Sheet
 - Access Lane Typical
 - Access Lane Horizontal and Vertical Alignments
 - Access Lane Cross Sections
- Update Quantities and Cost Estimate
- Review and Update Contract Information Book
- Constructability Review

Assumptions

- The project will utilize OWNER design standards and specifications.
- No Level One design exception will be required. If a Level One design exception is determined to be necessary, additional OWNER review and coordination will be necessary and is not included.
- Only one field visit is required which took place on October 6, 2020.
- A Public Meeting will not be required.
- A separate set of Right of Way Plans will not be required.
- Pavement Design will not be required for new Access Lane.
- Monthly Coordination Meetings will not be required.

Items Specifically Not Included

- Geotechnical Review (has been previously completed)
- Level One design exception and associated coordination with OWNER.
- A separate set of Right of Way Plans.
- Pavement Design for new Access Lane

SECTION 2: PERMITTING AMENDMENT

Objective

Provide services required to prepare and submit the necessary documentation to amend the original Section 401 Water Quality Certification (IDEM No.: 2020-131-53-TMS-A) and Section 404 Regional General Permit (USACE ID No.: LRL-2020-159-htm). The permit amendments are required due design changes identified as part of the plan development process.

Deliverables

- The Products of this section are as follows:
 - Amended Section 401 Water Quality Certification
 - Amended Section 404 Regional General Permit

Coordination

- Activities for the permits will be coordinated with appropriate agencies including the Owner, Indiana Department of Environmental Management (IDEM), and the US Army Corps of Engineers (USACE).

Activity

- The Consultant will update the original Wetland Delineation and Waters of the US investigation to include the additional project area.
- The Consultant will again review preliminary design plans, assess level of resource impacts, and prepare the required permit amendments to be submitted to the agencies. All photographs and maps required for permit amendments will be included.

Assumptions

- The project will not use federal funding.
- The project will impact less than 300 feet of stream and/or 0.10 acre of wetland. If more than 300 feet of stream and/or 0.10 acre of wetland is impacted, the County will be required to purchase Indiana Department of Natural Resources (IDNR) in-lieu fee credits for mitigation. The mitigation credits for the Lower White watershed cost approximately \$400/1ft for stream mitigation and \$80,000/acre for wetland mitigation. Wetland mitigation ratios are based on the type and quality of wetland impacted. These costs are not included in this scope of services.
- No hydraulic analysis will be required.

Information Supplied by Owner

- N/A

Items Specifically Not Included

- Hydraulic Analysis
- Individual Section 404 Permit.
- IDNR Construction in a Floodway Permit.
- Stream and Wetland Mitigation Plan Development.
- Tree mitigation.
- IDNR in-lieu fee mitigation cost.
- No adverse effect/adverse effect documentation/memorandum of agreement (Section 106 Documentation).
- Archaeological records review or reconnaissance.

- Environmental Document (i.e. Categorical Exclusion (CE), Environmental Assessment (EA), or Environmental Impact Statement (EIS)).
- Additional Information (AI) Document.
- Section 4(f) Evaluation.
- Section 6(f) Evaluation.
- Air Quality Analysis.
- Noise Analysis.
- Asbestos inspection/testing.
- Formal Section 7 coordination with the US Fish and Wildlife Service.
- Phase I or II Environmental Site Assessment (ESA).
- Detailed groundwater assessment.
- Resource specific cumulative impact analysis.

Exhibit “C-1”

This Supplemental No.1 work will be delivered within 120 calendar days after the approval of this Extra Work Authorization by the LOCAL PUBLIC AGENCY.

Exhibit "D-1"

Compensation:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement (inclusive of the Original Fee plus subsequent supplemental agreements) the Total Not to Exceed Fee of \$84,900.00 unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.
2. The CONSULTANT will be paid for the work performed under this Agreement in accordance with the following schedule:

Task Item	Task Description	Original Fee	Supplemental #1	Total
a.	Topographic Survey (Certified Engineering)	\$15,850.00	\$8,300.00	\$24,150.00
b.	Permitting (CHA)	\$5,200.00	\$5,200.00	\$10,400.00
c.	Trail Design and Plans (CHA)	\$22,800.00	\$8,200.00	\$31,000.00
d.	Utility Coordination (CHA)	\$4,400.00		\$4,400.00
e.	Abstracting and R/W Engineering (Certified Engineering & Dodd Inc.)	\$5,500.00	\$4,850.00	\$10,350.00
f.	Bidding and Construction Services (CHA)	\$4,600.00		\$4,600.00
	Totals	\$58,350.00	\$26,550.00	\$84,900.00

The CONSULTANT shall not be paid for any service performed by the LOCAL PUBLIC AGENCY or services not required to develop this project. In accordance with Section III of this Agreement, if notice to proceed with any portion of the work is not given prior to 2 years from the date of this Agreement, the fees for that portion of the work may be renegotiated as mutually agreed upon by the LOCAL PUBLIC AGENCY and the CONSULTANT. Costs for routine photocopy and paper reproduction, cellular phone costs, pager costs and computer time costs will not be paid as a reimbursable but is to be included in the above fees and overhead costs.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LOCAL PUBLIC AGENCY. The invoice voucher shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.2. of this Appendix, percentage completed and prior payments in a form acceptable to the LOCAL PUBLIC AGENCY.
2. The LOCAL PUBLIC AGENCY for and in consideration of the rendering of the engineering services provided for in Exhibit "A" and Exhibit "A-1", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the LOCAL PUBLIC AGENCY and upon the CONSULTANT submitting an invoice and claim voucher as described above.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with item 8 (changes in work) of the General Provisions, set out in this Agreement.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 10/28/2020

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 #9 with Milestone for Fullerton Pike, Phase II

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: Fullerton Pike

Fund Number: 4922

Amount: \$419.32

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 change order is to correct the original specification for the rectangular rapid flashing beacon that was accepted by the sub-contractor.

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: October 23, 2020

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

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

Contract No:R -38502

Change Order No.: 009

INDIANA Department of Transportation

Page: 1

Construction Change Order and Time Extension Summary

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -38502

AE:Wren, Rachel

Letting Date:08/10/2018

PE/S:Wildt, Chuck

Status:Pending

Change Order Information

Date Generated: 10/13/2020

Change Order No.: 009

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: ERRORS & OMISSIONS, Item Related

Description: Rectangular Rapid Flashing Beacon

Original Contract Amount \$ 4,953,000.00

Current Change Order Amount \$ 419.32

Percent: 0.009 %

Total Previous Approved Changes \$ 12,739.25

Percent: 0.257 %

Total Change To-Date \$ 13,158.57

Percent: 0.266 %

Modified Contract Amount \$ 4,966,158.57

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: R -38502
Change Order No: 009

INDIANA
Department of Transportation

Date: 10/22/2020
Page: 3

Contract: R -38502
Project: 1500523 - State: 150052300LC5
Change Order Nbr: 009
Change Order Description: Rectangular Rapid Flashing Beacon
Reason Code: ERRORS & OMISSIONS, Item Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0156	1500523	0116	805-07190	EACH	420.000	-4.000	C	Amount:\$ -1,680.00

Item Description: TRAFFIC SIGNAL HEAD, 1 SECTION, 12 IN.

Supplemental Description1:

Supplemental Description2:

0157	1500523	0117	805-78010	EACH	5,400.000	-1.000	C	Amount:\$ -5,400.00
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Item Description: CONTROLLER AND CABINET, FLASHER SOLID STATE

Supplemental Description1:

Supplemental Description2:

0200	1500523	0158	805-11799	EACH	3,749.660	2.000	C	Amount:\$ 7,499.32
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Item Description: RECTANGULAR RAPID FLASHING BEACON

Supplemental Description1:

Supplemental Description2:

Total Value for Change Order 009 = \$ 419.32

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

Per Ryan Huebschman with American Structurepoint stated the intent of the flasher controller in the CIB, Page 139 is written around the specification for a rectangular rapid flashing beacon. Item 156 and 157 will not drive a single section heads as detailed in the plans, specification and pay items. This change order is to fulfill the original intent of the contract. INDOT's Item Bid History Report did not have the minimum 30 comparisons. Reviewed unit cost submitted in by Hummel Electric are acceptable. A time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

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

Notification and consent to this change order is hereby acknowledged.

Contractor: _____

Signed By: _____

Date: _____

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

Contract No:R -38502
Change Order No:009

INDIANA
Department of Transportation

Date:10/22/2020
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S 

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Wildt, Chuck	00/00/0000	Action Pending

CHANGE ORDER REQUEST FORM

CONTRACT NO. **R-38502-A**

DATE OF SUBMISSION

May 22, 2020

PROJECT DESCRIPTION <i>(route / intersection / bridge no(s).)</i>	Fullerton Pike
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	Add a new line item for rectangular Rapid Flashing Beacon
PROPOSED SOLUTION SUMMARY	Delete Items 156 and 157 and add item for RRFB

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

ONSET DATE OF CHANGE	February 13, 2020	CHANGE ORDER TYPE	104.03 Extra Work
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PROPOSED COST AND TIME ADJUSTMENT

COST

COST INCREASE / (DECREASE):

\$

419.32

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

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

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

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

TIME ADJUSTMENT

INCREASE / (DECREASE):

(work days)

0

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

☒ 108.08(a) Excusable, Non-Compensable

☐ 108.08(b) Excusable, Compensable

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

SUPPLEMENTAL INFORMATION

Additional information.

CHANGE ORDER ORIGATION:	<input type="checkbox"/> INDOT / LPA <input checked="" type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	None
<input checked="" type="checkbox"/> Contract Specifications (ref. doc name/no.)	CIB PG 139 "Controller & Cabinet, Flasher Solid State"
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	Contract Plan Sheets 47 & 50
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (if yes, attach details)

CHANGE ORDER REQUEST FORM

CONTRACT NO.

R-38502

UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL	February 6, 2020	SUBMITTAL DATE OF ADDITIONAL DETAIL	March 11, 2020
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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.)

See comments on page 3.

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.)

Delete Items 156 and 157 and add a new item for an RRFB or rescind the specification for the controller found on page 139 of the CIB.

SIGNATURE

Contractor:

Name: (print)

Josh Burris

(signature)



Date:

7-2-2020

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

ATTACHMENT: UNIT PRICE ITEMS DETAIL

Attach or paste a unit price item detail.

Item Num	Item ID	Approximate Quantity and Units	Unit Price	Bid Amount
Delete;				
156	805-07190	- 4	420.00	(1,680.00)
	Traffic Signal Head 1 Section 12 IN	EA		
157	805-78010	-1		
	Controller & Cabinet Flasher Solid State	EA	5,400.00	(5,400.00)
Add;				
CO	805-11799	2	3,749.66	7,499.32
	Rectangular Rapid Flashing Beacon	EA		
NET CHANGE				\$419.32

Details/Justification:

On 2/13/19 I asked Ryan Huebschman, Structure Point, for the origin of the specification for the flasher controller described in the CIB on page 139. Structure Point's response was that it was written around the specification for a rectangular rapid flashing beacon (RRFB). A rapid flashing beacon controller will not drive single section signal heads as detailed in the plans, specifications and pay items. This change order request is to fulfill the original intent of the contract.

This change order request includes a net increase in DBE participation. See the attached proposed DBE items.

If changing to an RRFB is out of the question then please rescind the specification on page 139 of the CIB and allow the use of a flasher, from the Departments approved materials list, that will drive 1 section signal heads.

Your timely response will be greatly appreciated.

Wade Hummel, President

DBE/MBE Quotation Breakdown

4201 Millersville Rd.

Phone (317) 545-3335 Fax (317) 545-3365

Comments or special instructions:

REV 5-22-19 for RRFB CO

DBE Content for this Project: 36.63526

Contract No: R-38502
Change Order No: 009

INDIANA
Department of Transportation

Date: 10/22/2020
Page: 3

Contract: R-38502
Project: 1500523 - State: 150052300LC5
Change Order Nbr: 009
Change Order Description: Rectangular Rapid Flashing Beacon
Reason Code: ERRORS & OMISSIONS, Item Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0156	1500523	0116	805-07190	EACH	420.000	-4.000	C	Amount:\$ -1,680.00

Item Description: TRAFFIC SIGNAL HEAD, 1 SECTION, 12 IN.

Supplemental Description1:

Supplemental Description2:

0157	1500523	0117	805-78010	EACH	5,400.000	-1.000	C	Amount:\$ -5,400.00
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Item Description: CONTROLLER AND CABINET, FLASHER SOLID STATE

Supplemental Description1:

Supplemental Description2:

0200	1500523	0158	805-11789	EACH	3,749.660	2.000	C	Amount:\$ 7,499.32
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Item Description: RECTANGULAR RAPID FLASHING BEACON

Supplemental Description1:

Supplemental Description2:


Total Value for Change Order 009 = \$ 419.32

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

Per Ryan Huebschman with American Structurepoint stated the intent of the flasher controller in the CIB, Page 139 is written around the specification for a rectangular rapid flashing beacon. Item 156 and 157 will not drive a single section heads as detailed in the plans, specification and pay items. This change order is to fulfill the original intent of the contract. INDOT's Item Bid History Report did not have the minimum 30 comparisons. Reviewed unit cost submitted in by Hummel Electric are acceptable. A time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

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

Contractor: 

Signed By: Josh Burn's

Date: 10-27-2020

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