



MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA

APRIL 7, 2021

10:00 am

VIA ZOOM

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

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

And click on the link information

<https://monroecounty-in.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUUwV3RoeDFldG5GUT09>

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

"Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact Monroe County Title VI Coordinator Angie Purdie, (812)349-2550, apurdie@co.monroe.in.us, as soon as possible but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Government Title VI Coordinator at least seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public

I. CALL TO ORDER BY COMMISSIONER THOMAS

II. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES

III. DEPARTMENT UPDATES

- Health – Penny Caudill
- Emergency Management – Allison Moore
- Highway – Lisa Ridge
- Washington Twp Trustee – Barb Ooley

IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES

V. APPROVAL OF MINUTES

- **MARCH 31, 2021**

VI. APPROVAL OF CLAIMS DOCKET

- **ACCOUNTS PAYABLE – 4.7.2021**
- **PAYROLL – 4.9.2021**

VII. NEW BUSINESS

A. MOVE TO APPROVE: BLOOMINGTON SEAL COATING & PAVING SERVICE AGREEMENT 12

FUND NAME: COUNTY GENERAL FUND NUMBER: 1000-30045-0803
AMOUNT: \$1,450

Executive Summary: This agreement will allow Bloomington Seal Coating & Paving to correct asphalt issues on the Karst Farm Greenway.

Kelli Witmer, Parks

B. MOVE TO APPROVE: KONA ICE OF BLOOMINGTON CONCESSION SERVICE AGREEMENT 17

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

Executive Summary: This agreement will allow Kona Ice to operate 1-3 food truck/trailers at Monroe County Parks and events. Kona Ice shall pay MCPR 15% of adjusted gross receipt fees for services and merchandise less customer taxes and refunds on sales.

Kelli Witmer, Parks

C. MOVE TO APPROVE: AWARD E & B PAVING BID FOR KARST FARM GREENWAY. 25

FUND NAME: NEXT LEVEL TRAILS FUND NUMBER: 9107
AMOUNT: \$813,138

Executive Summary: Bids for the northern section of Karst Farm Greenway project were opened on March 31, 2021. Funding for this project is being provided by the State of Indiana - Next Level Trails grant, administered by Indiana Department of Natural Resources. The project will be constructed in two phases, northern section and southern section. Karst Farm Greenway Project: \$966,082.97 match + \$2,337,710 NLT Grant = \$3,303,792.97 Total project.

Kelli Witmer/Paul Satterly, Parks

D. MOVE TO APPROVE: THREE FLOCK PARTNERSHIP AGREEMENT. 104

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

Executive Summary: This partnership is with Three Flock Farm, doing business as the Plant Truck Project, to use an underutilized portion of the Garden at Will Detmer Park to grow and provide free produce and garden education opportunities for Monroe County community members in need as well as current Will Detmer Garden renters. The Plant Truck project will also assist MCPR in facilitating garden programs throughout the year, serve as on-site support for garden renters, and communicate facility issues/concerns with the department.

John Robertson & Autumn Brunelle, Parks

- E. MOVE TO APPROVE: 2021-22 JDAI COORDINATION AND PROGRAMMING GRANT CONTRACT. 110**
FUND NAME: JDAI COORDINATION/PROGRAMMING
FUND NUMBERS: 9143/9145 AMOUNT: \$55,000
Executive Summary: The Monroe Circuit Court received grant funding to implement the Juvenile Detention Alternatives Initiative (JDAI) in Monroe County for the 2021-22 grant year. The Annie E. Casey Foundation's Juvenile Detention Alternatives Initiative is a bipartisan movement for juvenile justice reinvestment. The initiative involves the reallocation of government resources away from mass incarceration and toward investment in youth, families, and communities. This request is to ratify the contract for funding the coordination and implementation of creating alternatives to securely detaining youth using 100% GRANT FUNDING.
Fund 9143 JDAI Coordination - \$10,000
Fund 9145 JDAI Programming - \$45,000
Christine McAfee & Jeff Hartman, Probation
- F. MOVE TO APPROVE: RATIFICATION OF SECURITY PRO 24/7 AGREEMENT EXTENSION. 128**
FUND NAME: COUNTY GENERAL FUND NUMBER: 1000
AMOUNT: NOT TO EXCEED \$50,000
Executive Summary: This agreement will extend the contract with Security Pro 24/7 through July 1st, 2021.
Margie Rice, Legal
- G. MOVE TO APPROVE: CHAMBLEE ARCHITECT AGRICULTURAL SERVICES AGREEMENT. 132**
FUND NAME: MOTOR VEHICLE HIGHWAY FUND NUMBER: 1176
AMOUNT: \$5,000
Executive Summary: This agreement will allow Chamblee Architect to provide agricultural services for the location of the new Brine system at the Kirby Road Garage Facility.
Lisa Ridge, Highway
- H. MOVE TO APPROVE: DUKE ENERGY, LLC UTILITY REIMBURSEMENT FOR BICENTENNIAL PATHWAY PROJECT. 135**
FUND NAME: CUMULATIVE CAPITAL – TRAILS FUND NUMBER: 1138
AMOUNT: \$16,384.08
Executive Summary: Utility reimbursement for utility relocations for the Bicentennial Pathway Project.
Lisa Ridge, Highway

I. MOVE TO APPROVE: USI CONSULTANTS, INC ON CALL AGREEMENT. 149
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A
Executive Summary: The department would like to add USI Consultants, LLC to the list of firms that may be contacted for as needed engineering services.
Lisa Ridge, Highway

J. MOVE TO APPROVE: AGREEMENT FOR SERVICES PROVIDED BY THE INDIANA 166
INSTITUTE ON DISABILITY AND COMMUNITY.
FUND NAME: COUNTY GENERAL/PROFESSIONAL SERVICES
FUND NUMBER: 1000-30013-0068 AMOUNT: \$5,000
Executive Summary: Services included are survey development and analyses of resulting data and data report to contribute to an internal evaluation of the Monroe County Jail.
Angie Purdie, Commissioners

VIII. APPOINTMENTS

IX. ANNOUNCEMENTS

X. ADJOURNMENT



**MONROE COUNTY BOARD OF COMMISSIONERS' MEETING
MINUTES SUMMARY*
MARCH 31, 2021
10:00 am
VIA ZOOM**

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact Monroe County Title VI Coordinator Angie Purdie, (812)349-2550, apurdie@co.monroe.in.us, as soon as possible but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Government Title VI Coordinator at least seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public

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

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

- I. CALL TO ORDER BY COMMISSIONER JONES**
- II. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS**
- III. DEPARTMENT UPDATES**
 - Health – Penny Caudill
 - Emergency Management – Allison Moore
 - Highway – Lisa Ridge
- IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**
 - [Jim Shelton – CASA](#)
- V. Agenda Amendment**

[Githens made motion to remove item "F" Jones seconded.](#)
[Attorney Jeff Cockerill called roll.](#)
[Jones – yes](#)
[Githens – yes](#)
[Motion carried 2-0.](#)

VI. APPROVAL OF MINUTES

- **MARCH 24, 2021**

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

VII. APPROVAL OF CLAIMS DOCKET

- **ACCOUNTS PAYABLE – 3.31.2021**

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

VIII. NEW BUSINESS

A. MOVE TO APPROVE: LAMAR AGREEMENT FOR YOUTH SERVICES BUREAU.

FUND NAME: RUNAWAY HOMELESS PROFESSIONAL SERVICES

FUND NUMBER: 8120-30013-9621 AMOUNT: \$8,300

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

**B. MOVE TO APPROVE: SPONSORSHIP CONTRACTS WITH CITY OF BLOOMINGTON
FOR YOUTH SERVICES BUREAU.**

FUND NAME: SAFE PLACE OUTREACH FUND NUMBER: 9103-30058-9621

AMOUNT: \$4,900

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

C. MOVE TO APPROVE: OWEN COUNTY FAIR BOOTH CONTRACT FOR YOUTH SERVICES BUREAU.

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

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

D. MOVE TO APPROVE: RENEWAL OF EVERBRIDGE AGREEMENT.

FUND NAME: CUMULATIVE CAPITAL DEVELOPMENT

FUND NUMBER: 1138 AMOUNT: \$107,084.25

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

~~**E. MOVE TO APPROVE: ENTERPRISE FLEET MANAGEMENT AGREEMENT.**~~

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

F. MOVE TO APPROVE: ORDINANCE 2021-08; FRAZO REZONE.

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

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

G. MOVE TO APPROVE: RESOLUTION 2021-16; REGARDING HOUSING AS A HUMAN RIGHT.

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

Githens made motion to approve. Jones seconded.

Public comment:

Deborah Myerson

Vauhxx Booker

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

H. MOVE TO APPROVE: RATIFICATION OF MOU WITH INDIANA UNIVERSITY REGARDING PROPHYLAXIS DURING PUBLIC HEALTH EMERGENCY.

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

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

I. MOVE TO APPROVE: AWARDING 2021 BITUMINOUS MATERIAL BID.

**FUND NAME: MOTOR VEHICLE HIGHWAY FUND NUMBER: 1176
AMOUNT: N/A**

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

J. MOVE TO APPROVE: AMERICAN STRUCTUREPOINT, INC FOR FULLERTON PIKE PH III PROJECT.

**FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169
AMOUNT: \$137,935**

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

IX. APPOINTMENTS – None

X. ANOUNCMENTS

- All Monroe County Offices will be closed Monday, April 5, 2021
- March is Tornado Preparedness Month for the State of Indiana.
Tornado Watch means current weather conditions may result in a tornado. At this time you need to be prepared to take action if conditions change to a warning.

Tornado Warning means a tornado has been sighted or indicated by a weather radar. At this time you should go to the lowest level of your building, interior room or hallway and remain there until the danger has passed. For more information about tornado safety go to the Emergency Management web page at co.monroe.in.us.

- Accepting applications for boards and commissions. Go to www.co.monroe.in.us for more information and the applications.
- Monroe County Government Buildings are open **BY APPOINTMENT ONLY**. You can contact the offices by phone or email. **FACE COVERINGS ARE REQUIRED** when entering MCG buildings. Face coverings will be provided to you if you them.
- Monroe County Government CARES Act Reimbursement Funds are available for local businesses who have incurred out of pocket expenses due to the COVID 19 pandemic. For more information or to apply visit the Monroe County website www.co.monroe.in.us
- Monroe County Commissioners are sponsoring a **BLOOD DRIVE** at the Monroe County Convention Center Conference Room, 302 S. College Ave, on the following dates:
 - Thursday, April 29, 10am- 3pm
 - Friday, April 30, 2pm – 7pm
 - Monday, May 24, 10am – 3pm
 - Thursday, May 27, 2pm- 7pm
 - Monday, June 28, 10am -3pm
 - Tuesday, June 29. 2pm – 7pm

This is **BY APPOINTMENT ONLY**. Contact the Red Cross to schedule your appointment at 1.800.733.2767 or www.redcross.org.

- Monroe County Commissioners and Monroe County Council have created the Assistance Fund for county residents who need assistance in paying rent or utilities. Contact your local Township Trustee for further information.

TOWNSHIP TRUSTEE	Phone	email
Bean Blossom- Ronald Hutson	812.935.7174	beanblossomtrustee19@gmail.com
Benton - Michelle Bright	812.339.6593	michelleabright@gmail.com
Bloomington - Kim Alexander	812.336.4976	bloomingtontownship@in.gov
Clear Creek - Thelma Jefferies	812.824.7225	thelma@bluemarble.net
Indian Creek - Chris Reynolds	812.824.4981	chreyonlds812@gmail.com
Perry - Dan Combs	812.336.3713	trustee@perrytownship.info

Polk - Chris Spiek	812.837.9446	cspiek@bluemarble.net
Richland - Marty Stephens	812.876.2509	rttfrontdesk@bluemarble.net
Salt Creek - Donn Hall	812.837.9140	donnhall403@yahoo.com
Van Buren - Rita Barrow	812.825.4490	vbtrita@bluemarble.net
Washington - Barbara Ooley	812.876.1188	ooleyb@yahoo.com

- [Next Commissioners' Meeting: Wednesday, April 7, 2021 at 10am via Zoom.](#)

XI. ADJOURNMENT

The minute's summary of the March 31, 2021 Board of Commissioners' meeting were approved on, April 7, 2021.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens

Penny Githens

Attest:

Catherine Smith, Auditor

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



**MONROE COUNTY BOARD OF COMMISSIONERS
WORK SESSION SUMMARY
Via ZOOM
MARCH 31, 2021**

1. Penny Caudill - Health

A. Discussion regarding renewing Security Pro 24/7 agreement.

Jones made motion to approve. Githens seconded.

Public comment – Jim Shelton

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

B. Discussion regarding Indiana State Health Department provision for Naloxone distribution.

Jones made motion to approve. Githens seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

On March 24, 2021 the Monroe County Parks and Recreation Board approved hiring Bloomington Seal Coating & Paving to correct asphalt issues on the Karst Farm Greenway in the amount of \$1,450 .

Issues -

1. Need to correct an asphalt heaving area approximately 4' x 40' .
2. Need to asphalt an area approximately 5' x 4' that was cut out for a maintenance issue.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Agreement for Professional Services

Agreement made between Bloomington Seal Coating and Paving ("Contractor") and the Monroe County Board of Commissioners ("Monroe County"). The Contractor and County mutually agree as follows:

The terms of the Agreement enlist Contractor to provide material, equipment and labor to correct asphalt issues on the Karst Farm Greenway, Monroe County Indiana. The following terms shall apply:

1. **Scope of Project and Price.** Monroe County wishes to hire Contractor to correct asphalt issues.

The Contractor shall make a reasonable effort to complete the job by April 30, 2021.

See attached proposal, which is marked as "Exhibit A", incorporated herein, and is made a part of this Agreement.

The total amount paid to Contractor under this Agreement shall not exceed One Thousand Four Hundred Fifty Dollars (\$1,450) without further written approval by Monroe County. Contractor shall submit invoices monthly, which shall be paid within forty-five (45) days of receipt.

2. **Term.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on or before May 31, 2021. Details in "Exhibit A" shall govern the performance of all work under this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least fifteen (15) days in advance of the intended date of termination.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
4. **Worker's Compensation.** To the extent required by law, Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to Monroe County before commencement of work on the Agreement.
5. **Non-discrimination.** Contractor is aware of Monroe County's policy prohibiting harassment of any kind. If Contractor becomes aware of any harassment, Contractor shall immediately report harassment to the Monroe County Legal Department. In the performance of work under this Agreement, it is agreed that Contractor, any of 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 their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.
6. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - o Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
 - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

7. **Independent Contractor.** It is fully understood and agreed that Contractor and its employees are serving as independent contractors and are not employed by Monroe County. As such the parties agree to the following:
- Contractor is NOT performing this work under the supervision or direction of Monroe County.
 - Contractor shall use non-County materials and equipment to perform this work and to develop and duplicate any and all materials.
 - Contractor shall have exclusive control over the means, methods and details of fulfilling the obligations under this Agreement. Contractor is not to receive direction or supervision from any Monroe County employee or representative. Monroe County will provide feedback to and review any drafts submitted by Contractor.
 - Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of Monroe County for any purpose.
 - Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws, as required by law.
8. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
9. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

IN WITNESS WHEREOF, Contractor and Monroe County have executed this Agreement as dated below and, if executed in two counterparts, each shall be deemed an original.

Nancy H. Motew
By: Bloomington Seal Coating & Paving Representative

Date: 3/3/2021

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
This _____ day of April, 2021, pursuant to Monroe County Code Chapter 266-5.

"AYES"

Julie Thomas, President

Lee Jones, Vice President

Penny Githens, Member

ATTEST:

Catherine Smith, Auditor

"NAYS"

Julie Thomas, President

Lee Jones, Vice President

Penny Githens, Member

Proposal Exhibit A

Bloomington Seal Coating & Paving

Residential — Commercial — Industrial

Free estimates-Bonded-Insured

FOR ALL YOUR ASPHALT AND PAVING NEEDS

Phone: 812-824-5461

BloomingtonSealCoating@yahoo.com

1235 W. Old Capital Pike
Bloomington, IN 47403

www.bsccp1.com

PROPOSAL SUBMITTED TO: Karst Farm Park		DATE: 3/31/2021	
STREET: 2450 S. Endwright Road		JOB NAME:	
CITY, STATE AND ZIP CODE: Bloomington, IN		JOB LOCATION: Karst Farm Park	
CONTACT NAME: Andy French		CONTACT EMAIL: Afrench@co.monroe.in.us	JOB PHONE: 812-272-4852

We hereby submit specifications and estimates for:

- Will mill 40x4' area on the walking path behind elementary school.
 - Will clean up all debris.
 - Will spray a layer of asphalt tack coat.
 - Will lay 2 inches of #11 asphalt surface.
 - Will roll, compact and finish all asphalt materials.
 - Will crackfill perimeter of patch with Duraflex hot pour.
- TOTAL: \$950.00**

Area (5x4')

- Will dig stone out 3 inches deep.
 - Will replace dug out area with 3 inches of #11 asphalt surface.
 - Will roll, compact and finish all asphalt materials.
 - Will crackfill perimeter of patch with Duraflex hot pour.
- TOTAL: \$500.00**

We Propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:
please see options above

Payment to be made as follows: *within 30 days* _____ dollars (\$ _____).

All material is guaranteed to be specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the cost of the estimate. All agreements contingent upon strikes, accidents, and/or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman compensation.

Acceptance of Contract - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized
Signature _____

Signature _____

Date of Acceptance _____

Signature _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

On March 24, 2021 the Monroe County Parks and Recreation Board approved the food concession application of Kona Ice of Bloomington. Kona Ice will operate 1-3 food truck/trailers at Monroe County Parks and events. Kona Ice shall pay MCPR 15% of adjusted gross receipts fees. Adjusted gross receipts means all monies paid to Kona Ice for services and merchandise less customer taxes and refunds on sales.

Kona Ice has provided the following documents to MCPR:

- Monroe County Health Dept. Mobile Retail Food Establishment License.
- Indiana Registered Retail Merchant Certificate.
- Liability & Workers Comp. Insurance Certificate.
- Sample menu: Kona Ice, Chick-fil-A sandwiches, Smuckers PB & J, Gatorade, water, ice cream sandwiches.

The Concession Service Agreement ends on December 31, 2021.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Agreement for Concession Services

Agreement made between Kona Ice of Bloomington (Owner) and Monroe County Parks and Recreation Board (Board) and the Monroe County Board of Commissioners (Monroe County). The Owner and Monroe County mutually agree as follows:

Definitions

- "Administration" refers to the Monroe County Parks and Recreation Director or Assistant Director
- "Agreement" refers to the Concession Services Agreement
- "Board" refers to the Monroe County Parks and Recreation Board
- "Department" refers to Monroe County Parks and Recreation Department
- "Monroe County" refers to Monroe County Board of Commissioners
- "MCHD" refers to Monroe County Health Department
- "Owner" refers to the concession operator/owner
- "Trailer" refers to a mobile concession trailer or food truck

The terms of the Agreement enlist Owner to provide food concessions at Monroe County park properties and/or at Monroe County recreational activities.

The following terms shall apply:

1. Scope of Concession Operations

- A. Owner shall be in good standing with the MCHD.
- B. The Owner shall be the facility manager.
- C. The Owner shall show proof of a MCHD Mobile Retail Food Establishment License.
- D. The Owner shall give the Department a copy of all MCHD routine food inspection reports while under this Agreement.
- E. All employees shall be properly trained.
- F. The Owner and his/her employees shall adhere to all applicable laws, county ordinances and rules set forth by Monroe County, MCHD, and the Board.
- G. All equipment, including concession Trailer must meet the requirements of all applicable codes, including but not limited to health, building, fire, pollution, and other related codes.
- H. The Owner shall lock the concession Trailer after each use and leave no money in the Trailer after each use.
- I. Operating dates and times will be mutually agreed upon by the Administration and the Owner.

2. Administration Authority

- A. To determine the location of all concession Trailers.
- B. To approve all concession signage and flags.
- C. To determine date and events that the Owner cannot sell concessions, and may require Owner to remove a concession Trailer from park property on such dates or events.

3. Term

The term of this Agreement shall be from the date executed by all parties, below, and shall terminate on December 31, 2021.

4. Non Assignment

This Agreement, and the rights conferred by it upon the Owner shall not be assigned or sublet.

5. Termination

- A. The Agreement shall be immediately terminated by the Administration if the Owner is delinquent by (10) business days of any payment, jeopardizes public health, non-performing of services, or engages in conduct which is deemed inappropriate or not in the best interest of the Department. In the event the Administration or Board wishes to terminate the Agreement, written notice of such termination shall be given to the Owner.
- B. The Agreement will be terminated if both the Owner and Administration agree to terminate the Agreement. Upon written termination of this Agreement, the Operator will remove the concession Trailer from Monroe County property immediately.

6. Payment of Fees

- A. The Owner shall pay the Department 15% of adjusted gross receipts fees.
The term adjusted gross receipts as used in this Agreement means all monies paid to Owner for services and merchandise LESS:
 - a. Any taxes imposed by law which are separately stated to and paid by a customer and directly payable to a taxing authority.
 - b. Refunds on sales.
- B. The Operator shall submit a Monthly Cash Receipt Log (Exhibit A), tablet app daily and monthly receipt total(s), and check payable to MCPR.

Monroe County Parks and Recreation Department
501 N. Morton Street, Suite 100
Bloomington, IN 47404
812-349-2800

- C. All fees should be paid monthly, (15) days after the end of each month.
- D. In the event the Owner fails to pay any of the fees by the payment date, the penalty imposed shall be 10% of the outstanding debt.

7. Damages

Owner shall repair or pay for the repair of all damages caused by Owner, its employees, agents, contractors or caused by the equipment, vehicles, or other property owned or used by Owner, its employees, agents or contractors.

8. Indemnity

Owner assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless Monroe County, the Board, and Department from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the services, except such claims, costs or suits arising out of the negligence of the Board or its employees.

9. Worker's Compensation

Owner shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

10. Liability Insurance

Operator shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to the Board before commencement of services. Failure to provide this certificate may be regarded by the Board, in its sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

11. Non-discrimination

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

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

In the event that Owner discriminates as stated herein, it is agreed that a penalty equal to the sum of five dollars (\$5.00) per person per day of discrimination. Should a second, or subsequent violation occur, said second or subsequent occurrence may be considered a material breach and this Agreement.

12. Compliance with Law

Owner shall comply with all State of Indiana and Monroe County applicable laws and regulations. Owner shall indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Owner's noncompliance. Owner will comply with IC 22-5-1.7 et seq. Specifically including the following:

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

13. Independent Contractor

It is understood and agreed that Owner executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Owner shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Owner shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

14. Captions

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

15. Governing Law

This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

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

Debbie & Warren Stohler, Kona Ice of Bloomington

Print Name of Owner(s)

Warren Stohler
Signature of Owner

Evelyn Harrell
Signature
Evelyn Harrell, MCPR Board President

March 26, 2021
Date

3-1-2021
Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2021, pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens

Penny Githens

ATTEST:

Catherine Smith, Auditor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Northern Kentucky Insurance PO Box 357 Hebron KY 41048		CONTACT NAME: Amie Turner PHONE (A/C, No, Ext): (859) 586-8580 FAX (A/C, No): (859) 586-8616 E-MAIL ADDRESS: amie@cornerstoneinslc.com	
INSURED Kona Ice Of Bloomington Inc 4610 Hacker Creek Rd Martinsville IN 46151		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company INSURER B: West American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24082 44393	

COVERAGES **CERTIFICATE NUMBER:** 2020-2021 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BZS67394938	08/29/2020	06/29/2021	EACH OCCURRENCE \$ 2,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000				
			MED EXP (Any one person) \$ 15,000				
			PERSONAL & ADV INJURY \$				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAW67394938	08/29/2020	06/29/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						Underinsured motorist \$ 1,000,000
	DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	XWS67394938	03/20/2021	03/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

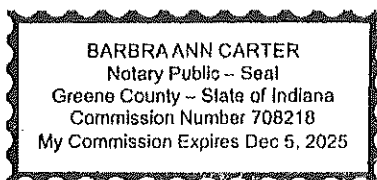
1. I am the OWNER of KONA ICE OF BLOOMINGTON
(job title) (agency name)
2. The agency named herein has enrolled in and is participating in the E-Verify program. I am aware that information about the E-verify program may be found at www.uscis.gov/e-verify.
3. I understand that Monroe County, a political subdivision in Indiana, may not enter into or renew a public contract for services with a contractor, unless the requirements of IC 22-5-1.7-11 are met. I, hereby, state that, to the best of his/her knowledge and belief, the agency named herein does not knowingly employ an "unauthorized alien", and that the agency is in compliance with IC 22-5-1.7 et seq.
4. By my signature below, I agree that I have or will complete an affidavit affirming that my agency does not knowingly employ an unauthorized alien.

Warren Stohler
Signature

WARREN STOHLER
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Kona Ice and acknowledged the execution of the foregoing this day of March 26, 2020.



My Commission Expires:

Dec 5, 2025

Barbra Carter
Notary Public
Barbra Carter
Printed name



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 04/07/21

Formal ☒

Work session ☐

Department Highway

Title to appear on Agenda: Karst Farm Greenway Northern Section bid
-E & B Paving, LLC.

Vendor # 024397

Executive Summary:

Review and accept a bid concerning the northern section of the Karst Farm Greenway from Ellettsville to Woodyard Road from bids opened on March 31, 2021.

Funding for this project is being provided by the State of Indiana - Next Level Trails grant, administered by Indiana Department of Natural Resources. The project will be constructed in two phases, northern section and southern section. Karst Farm Greenway Project: \$966,082.97 match + \$2,337,710 NLT Grant = \$3,303,792.97 Total project.

Fund Name(s):

Next Level Trails (Parks Non-Reverting)

Fund Number(s):

9107

Amount(s)

\$813,138

Presenter: Paul Satterly & Kelli Witmer

Speaker(s) for Zoom purposes:

Name(s)

Paul Satterly & Kelli Witmer

Phone Number(s)

Paul 812-361-7918
Kelli 812-320-0963

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed: Rice, Margie



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): March 31, 2021

1. Governmental Unit (Owner): The Board of Commissioners of Monroe County Indiana
2. County : Monroe
3. Bidder (Firm): E & B Paving, LLC
Address: 2520 W. Industrial Park Drive
City/State/ZIPcode: Bloomington, IN 47404
4. Telephone Number: 812-334-7940
5. Agent of Bidder (if applicable): TODD HOOPS

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Monroe County Karst Farm Trail from Woodyard Road to SR-46 in Ellettsville (Governmental Unit) in accordance with plans and specifications prepared by CHA Consulting, Inc

_____ and dated February 24, 2021 for the sum of
Eight Hundred Thirteen Thousand one hundred thirty eight dollars and no cents \$ 813,138.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: The Board of Commissioners of Monroe County Indiana

Bidder (Firm) E & B Paving, LLC

Date (month, day, year): 03/31/2021

These statements to be submitted under oath by each bidder with and as a part of his bid.
 Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

- What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
15,880,171.00	Road Reconstruction	2017	R-30362-US41
10,058,291.00	Road Construction	2017	All Points - Plainfield
6,990,602.00	Road Construction	2017	UPS Centennial Expansion
6,492,687.00	Road Reconstruction	2017	INDOT R-30185-SR1

- What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
143,000,000.00	Road Reconstruction	2020	INDOT I-65 Best Value Seymour
59,237,144.00	Road Reconstruction	2019	INDOT I-69 Section 5
26,725,142.00	Road Reconstruction	2020	INDOT B-33539 US 41
10,810,585.00	Road Reconstruction	2018	INDOT RS-33873 -SR 66 & 70

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Duke Energy - Bloomington, IN

CDI, Inc - Terre Haute, IN

Gastoff Restaurant - Montgomery, IN

Jay C Foods - Petersburg, IN

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per Plans and Specifications

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

SEE BID FORM

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Any equipment required to complete the project.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Bloomington, IN this 31 day of March, 2021

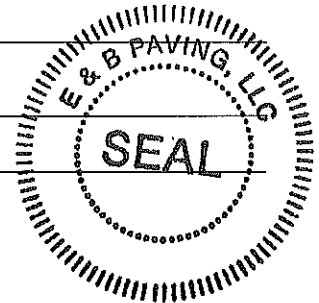
E & B Paving, LLC

(Name of Organization)

By Todd Hoops

Todd Hoops, Area Manager

(Title of Person Signing)



ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF MONROE) ss

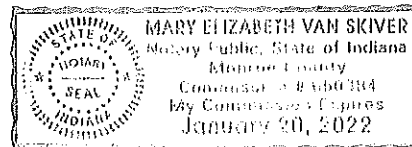
Before me, a Notary Public, personally appeared the above-named Todd Hoops and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 31 day of March, 2021

Mary Elizabeth Van Skiver
Notary Public

My Commission Expires: JANUARY 20, 2022

County of Residence: Monroe



BID OF

E & B Paving, LLC

(Contractor)

2520 W Industrial Park Drive

(Address)

Bloomington, IN 47404

FOR

PUBLIC WORKS PROJECTS

OF

The Board of Commissioners of Monroe County Indiana

Filed March 31, 2021

Action taken

BID PROPOSAL

To the Board of County Commissioners of Monroe County, of the State of Indiana, hereinafter referred to as the Owner:

MONROE COUNTY KARST FARM TRAIL MONROE COUNTY, INDIANA

Pursuant to the legal notice that sealed bids for the above referenced project would be received by the Board of County Commissioners of Monroe County, Indiana, the undersigned Bidder:

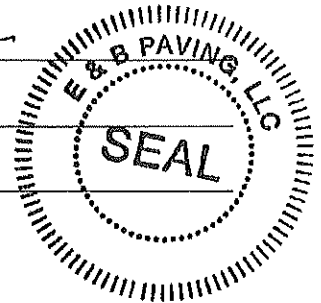
1. Acknowledges receipt of:
 - A. Bidding Documents, Plans, Specifications including the 2018 Indiana Department of Transportation Standard Specifications, Supplemental Specifications, General Provisions, Special Provisions and Agreement Between Owner and Contractor (the "Agreement") provided to the Bidder dated 2/24/21 2021.
 - B. Addenda: No. 1, dated 3/23/21 No. _____, dated _____
No. _____, dated _____ No. _____, dated _____
No. _____, dated _____ No. _____, dated _____
2. Has examined the site and all Bidding Documents, including the Agreement, Specifications and Plans. Bidder shall be responsible for performing all Work specifically required by all parts of the Bidding Documents, including all Plans and Specifications for the entire Project even though such Work may be included as related requirements specified in other sections.
3. Agrees to:
 - A. Hold this Bid Proposal open for sixty (60) calendar days after bid opening date.
 - B. Furnish a Bid Bond or certified check with this Bid Proposal for an amount specified in the Notice to Bidders and Instructions to Bidders.
 - C. If alternative bids apply, submit a Bid Proposal for each in accordance with the Instruction to Bidders.
 - D. Accept the provisions of the Instructions to Bidders regarding disposition of bid security.
 - E. Enter into and execute the Agreement with Owner, when awarded on the basis of this Bid Proposal without negotiation, and in connection therewith to:
 1. Furnish a Performance Bond and Payment Bond and insurance in accordance with the Bidding Documents.
 2. Accomplish the Work in accordance with the Contract Documents and Bidding Documents.
 3. Complete the Work within the specified Contract Time.

4. NOTICE OF AWARD: The Bidder agrees to execute the Contract provided by the Owner in the Bidding Documents when the Owner forwards the Notice of Award to the Bidder. Bidder agrees to acknowledge receipt of the Notice of Award and return the acknowledgement copy to Owner.
5. NOTICE TO PROCEED: The Bidder agrees to commence the Work under the Contract on or before the date to be specified in the Notice to Proceed. Bidder agrees to acknowledge receipt of the Notice to Proceed and return the acknowledgement copy to the Owner.
6. CONTRACT TIME: The Bidder shall complete the Work in accordance with the durations indicated in the Agreement. All work shall be completed and ready for acceptance within ninety (90) calendar days after the date specified in the Engineer's Notice to Proceed for commencing Work.
7. NON-COLLUSION: By submission of this Bid Proposal, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the Bid Proposal has been arrived at independently, without consultation, communication or agreement as to any matter related to the Bid Proposal with any other Bidder or with any competitor.
8. ASSIGNMENT OF CONTRACTS: Owner will not assign the Work in the Agreement to another Contractor nor assign the Work of another contractor to the Agreement.
9. BASE BID: Bidder agrees to perform all work shown or specified in the Bidding Documents and Contract Documents, including the Plans and Specifications, for the unit prices given and calculated on the attached Itemized Proposal.
10. REPRESENTATIONS AND CERTIFICATIONS: The Bidder by the execution of this Bid Proposal makes the following representations and certifications as a part of his Bid Proposal. In the case of a joint venture bid, each party represents and certifies each organization.
 - A. SURETY. Bidder has notified a surety company that it is submitting a Bid Proposal for Work to be performed on the Project. The surety company has agreed to issue a Performance Bond and Payment Bond for its Work on the form provided by Owner if this Bid Proposal is accepted and the Owner awards the Agreement to Bidder.
 - B. AVAILABILITY. The number or amount of other contracts and awards pending which Bidder is or will become obligated to perform, now and during the course of its Work on this Project, will not interfere with or hinder the timely prosecution of its Work.
 - C. AFFIDAVIT OF NON-COLLUSION. Bidder has properly executed the Affidavit of Non-Collusion as provided in the Bidding Documents and included the Affidavit as part of its Bid Proposal as submitted to the Owner.
 - D. AFFIDAVIT OF NON-DISCRIMINATION. Bidder has properly executed the Affidavit of Non-Discrimination as provided in the Bid Documents and included the Affidavit as part of its Bid Proposal as submitted to the Owner.

- E. CONTRACTOR'S AFFIDAVIT OF SUBCONTRACTORS EMPLOYED. Contractor has properly executed the Contractor's Affidavit of Subcontractor's Employed as provided in the Bidding Documents and included the Affidavit as part of its Bid Proposal as submitted to the Owner.
- F. E-VERIFY AFFIDAVIT. Bidder has properly executed the E-Verify Affidavit as provided in the Bid Documents and included the Affidavit as part of its Bid Proposal as submitted to the Owner.
11. Pursuant to Ind. Code § 22-9-1-10 and 5-16-6, the Bidder and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his hire, tenure, terms, conditions or privileges or employment or any matter directly related to employment, because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

IN TESTIMONY WHEREOF, the Proposer (Proprietor)(Firm)(Partnership)(Corporation) [strike out the inappropriate entities] has hereunto set his hand this 31 day of March, 2021.

E & B Paving, LLC
(Business Name)
2520 W Industrial Park Drive
Bloomington IN 47404
(Address)
By: Todd Hoops
(Signature)
Todd Hoops
(Printed)
Area Manager
(Title)



STATE OF INDIANA)
) SS:

COUNTY OF Monroe)

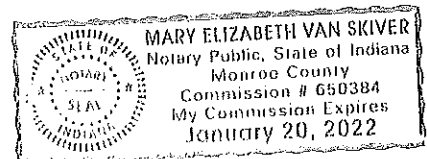
Before me, the undersigned notary public, on this 31 day of March, 2021, personally appeared Todd Hoops and being duly sworn, acknowledged the execution of the above Bid Proposal.

Mary Elizabeth Van Skiver
(Notary Public - Signature)
Mary Elizabeth Van Skiver
(Notary Public - Printed)

SEAL

My Commission Expires: 1/20/22

Residing in Monroe County.



ITEMIZED PROPOSAL
MONROE COUNTY KARST FARM TRAIL MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QUANTITY	UNIT	Unit Cost	Total
105	CONSTRUCTION ENGINEERING	1.00	LS		
107	INSPECTION HOLE, 3 FT DEEP OR LESS	1.00	EACH		
110	MOBILIZATION AND DEMOBILIZATION	1.00	LS		
201	CLEARING RIGHT OF WAY	1.00	LS		
202	FENCE, FARM FIELD, REMOVE	7.00	LFT		
203	LINEAR GRADING	11,210.00	LFT		
205	PUMP AROUND	1.00	EACH		
205	STORM WATER MANAGEMENT BUDGET	13,880.00	DOL		
205	SWQCP PREPARATION AND IMPLEMENTATION, LEVEL 1	1.00	LS		
207	SUBGRADE TREATMENT, TYPE II	143.00	SYS		
211	STRUCTURE BACKFILL, TYPE 2	52.00	CYS		
211	STRUCTURE BACKFILL, TYPE 5	31.00	CYS		
301	COMPACTED AGGREGATE NO. 8	3.00	CYS		
301	COMPACTED AGGREGATE NO. 53, TRAIL BASE	1,251.00	CYS		
303	COMPACTED AGGREGATE NO. 53, SHOULDER STONE	2,098.00	TON		
406	ASPHALT FOR TACK COAT	3.00	TON		
603	FENCE, CHAIN LINK, 54 IN.	2,359.00	LFT		
604	HMA FOR SIDEWALK	2,814.00	TON		
604	CURB RAMP, CONCRETE	32.00	SYS		
604	DETECTABLE WARNING SURFACES	8.00	SYS		
610	HMA FOR APPROACHES, TYPE B	32.00	TON		
610	PCCP FOR APPROACHES, 9 IN.	23.00	SYS		
616	RIPRAP, CLASS 2	25.00	TON		
616	GEOTEXTILE FOR RIPRAP TYPE 1B	20.00	SYS		
621	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	2.00	EACH		
621	EROSION CONTROL BLANKET	488.00	SYS		
621	FERTILIZER	0.50	TON		
621	SEED MIXTURE R	50.00	LBS		
621	MULCHING MATERIAL	0.50	TON		
714	STRUCTURE, COATED REINFORCED CONCRETE, BOX SECTIONS, 8 FT. X 5 FT.	25.00	LFT		
720	CASTING, ADJUST TO GRADE	2.00	EACH		
801	CONSTRUCTION SIGN, C	3.00	EACH		
801	CONSTRUCTION SIGN, A	10.00	EACH		
801	CONSTRUCTION SIGN, B	11.00	EACH		

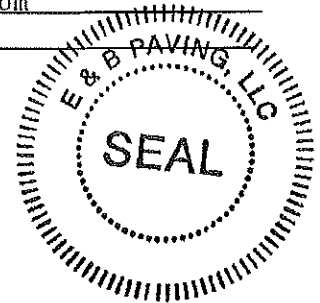
See Attached

Items Continue to Next Page

801	MAINTAINING TRAFFIC	1.00	LS		
801	BARRICADE, III-B	132.00	LFT		
802	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE	267.00	LFT		
802	SIGN, SHEET, WITH LEGEND, 0.080 IN.	137.00	SFT		
808	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	38.00	LFT		
808	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	152.00	LFT		
Total					\$813,138.00

See Attached

SUBMITTED BY: E & B Paving, LLC
 AUTHORIZED SIGNATURE: *Jeff Ooley*
 ADDRESS: 2520 W Industrial Park Drive
Bloomington IN 47404
 TELEPHONE: 812-334-7940
 EMAIL: Jeff.Ooley@ebpaving.com
 DATE: 3/31/2021



E&B PAVING BID PROPOSAL

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
	CONSTRUCTION ENGINEERING	1.000	LS	12,200.00	12,200.00
	INSPECTION HOLE, 3FT DEEP OR LESS	1.000	EACH	1,500.00	1,500.00
	MOBILIZATION AND DEMOBILIZATION	1.000	LS	38,000.00	38,000.00
	CLEARING RIGHT OF WAY	1.000	LS	22,000.00	22,000.00
	FENCE, FARM FIELD, REMOVE	7.000	LFT	50.00	350.00
	LINEAR GRADING	11,210.000	LFT	8.50	95,285.00
	PUMP AROUND	1.000	EACH	3,500.00	3,500.00
	STORM WATER MANAGEMENT BUDGET	13,880.000	DOL	1.00	13,880.00
	SWQCP PREP AND IMPLEMENT, LEVEL 1	1.000	LS	6,200.00	6,200.00
	SUBGRADE TREATMENT, TYPE II	143.000	SYS	48.00	6,864.00
	STRUCTURE BACKFILL, TYPE 2	52.000	CYS	46.00	2,392.00
	STRUCTURE BACKFILL, TYPE 5	31.000	CYS	185.00	5,735.00
	COMPACTED AGGREGATE NO. 8	3.000	CYS	105.00	315.00
	COMPACTED AGGREGATE NO. 53, TRAIL BASE	1,251.000	CYS	70.00	87,570.00
	COMPACTED AGGREGATE NO. 53, SHOULDER STONE	2,098.000	TON	42.00	88,116.00
	ASPHALT FOR TACK COAT	3.000	TON	585.00	1,755.00
	FENCE, CHAIN LINK, 54 IN.	2,359.000	LFT	42.50	100,257.50
	HMA FOR SIDEWALK	2,814.000	TON	86.00	242,004.00
	CURB RAMP, CONCRETE	32.000	SYS	225.00	7,200.00
	DETECTABLE WARNING SURFACES	8.000	SYS	375.00	3,000.00
	HMA FOR APPROACHES, TYPE B	32.000	TON	350.00	11,200.00
	PCCP FOR APPROACHES, 9 IN.	23.000	SYS	185.00	4,255.00
	RIPRAP, CLASS 2	25.000	TON	85.00	2,125.00
	GEOTEXTILE FOR RIPRAP, TYPE IB	20.000	SYS	15.94	318.80
	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	2.000	EACH	750.00	1,500.00
	EROSION CONTROL BLANKET	488.000	SYS	2.00	976.00
	FERTILIZER	0.500	TON	650.00	325.00
	SEED MIXTURE R	50.000	LBS	30.00	1,500.00
	MULCHING MATERIAL	0.500	TON	480.00	240.00
	STR, CTD, RNFCD CONC BOX SEC, 8FT X 5FT	25.000	LFT	1,150.00	28,750.00
	CASTING, ADJUST TO GRADE	2.000	EACH	1,100.00	2,200.00
	CONSTRUCTION SIGN, C	3.000	EACH	350.00	1,050.00
	CONSTRUCTION SIGN, A	10.000	EACH	210.00	2,100.00
	CONSTRUCTION SIGN, B	11.000	EACH	95.00	1,045.00

E&B PAVING BID PROPOSAL

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
	MAINTAINING TRAFFIC	1.000	LS	6,437.10	6,437.10
	BARRICADE, III-B	132.000	LFT	14.00	1,848.00
	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE	267.000	LFT	20.00	5,340.00
	SIGN, SHEET, WITH LEGEND, 0.080 IN.	137.000	SFT	23.00	3,151.00
	TRANS MRKNG, THERMO, CROSSWALK, WHITE, 24 IN.	38.000	LFT	12.00	456.00
	LINE, THERMO, SOLID, YELLOW, 4 IN.	152.000	LFT	1.30	197.60
	Bid Total				\$813,138.00

SIGNATURE AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, the undersigned notary public, on this 31 day of March, 2021,

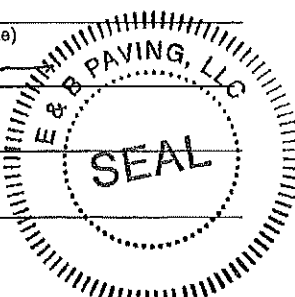
personally appeared Todd Hoops and being duly sworn, on his oath says that he/she is Area Manager of E & B Paving, LLC on the project, and affirmed that:

(Title)

(Name of Company)

1. This Bid Proposal is submitted in good faith in the amount stated therein and will be fulfilled according to the Bidding Documents (Agreement, 2018 INDOT Standard Specification(s), including the Supplemental Specifications, General and Special Provisions, Plans and Addendums thereto), if the Bid Proposal is accepted;
2. The statements contained in the Non-Collusion Affidavit are true;
3. The statements contained in the Non-Discrimination Affidavit are true;
4. The statements contained in the Contractor's Affidavit of Subcontractors Employed are true; and
5. The statements contained in the E-Verify Affidavit are true; and
6. The information contained in the Bid Proposal experience questionnaire, the plan and equipment questionnaire, the financial statement, and the affidavit, all of which are commonly referred to as the Form No. 96, when required, is true, correct, and current.

E & B Paving, LLC
(Business Name)
By: Todd Hoops
(Signature)
Todd Hoops
(Printed)
Area Manager
(Title)



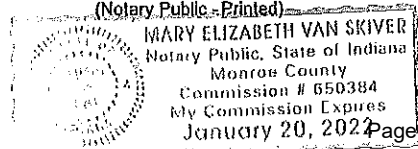
STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Subscribed and sworn to before me, the undersigned notary public, on this 31 day of March, 2021.

Mary Elizabeth Van Skiver
(Notary Public - Signature)
Mary Elizabeth Van Skiver
(Notary Public - Printed)

SEAL

My Commission Expires: 1/20/22
Residing in Monroe County.



NON-DISCRIMINATION AFFIDAVIT

The undersigned, having executed the attached bid or bids for and on behalf of himself, his firm or corporation, being first duly sworn says:

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 (\$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 become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of this contract.

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reverence to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

OATH AND AFFIRMATION

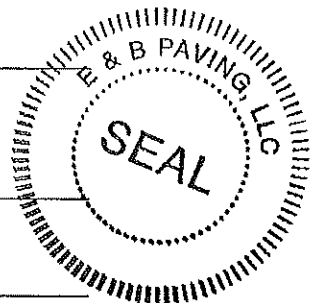
I affirm under the penalties for perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at Bloomington IN this 31 day of March, 2021.

E & B Paving, LLC
(Name of Organization)

By: _____

Area Manager
(Title of Person Signing)

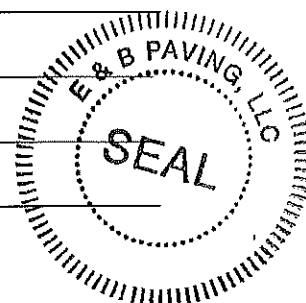


CONTRACTOR'S AFFIDAVIT OF SUBCONTRACTORS EMPLOYED

The following sub-contractors will perform work on Monroe County Bridge 186 in fulfilling the Agreement with the Owner.

	<u>Name</u>	<u>Trade</u>	<u>Amount</u>
1.	SEE ATTACHED		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

E & B Paving, LLC
 (Business Name)
 By: Todd Hoops
 (Signature)
Todd Hoops
 (Printed)
Area Manager
 (Title)



STATE OF INDIANA)
) SS:
 COUNTY OF Monroe)

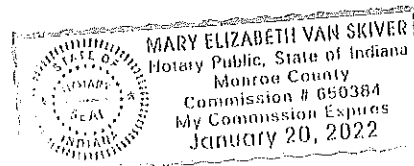
Subscribed and sworn to before me, the undersigned notary public, on this 31 day of March, 2021.

Mary Elizabeth Van Skiver
 (Notary Public - Signature)
Mary Elizabeth Van Skiver
 (Notary Public - Printed)

SEAL

My Commission Expires: 1/20/22

Residing in Monroe County.



E-Verify Affidavit

"The CONTRACTOR affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONTRACTOR 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 CONTRACTOR is not required to participate should the E-Verify program cease to exist. Additionally, the CONTRACTOR is not required to participate if the CONTRACTOR is self-employed and does not employ any employees.

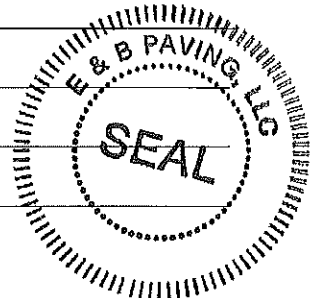
The CONTRACTOR shall not knowingly employ or contract with an unauthorized alien. The CONTRACTOR shall not retain an employee or contract with a person that the CONTRACTOR subsequently learns is an unauthorized alien.

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

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

<< CONTRACTOR >>

E & B Paving, LLC
(Firm Name)
Todd Hoops
(Signature)
Todd Hoops
(Printed)
Area Manager
(Title)



State of Indiana. County of Monroe, SS:

Before me, the undersigned Notary Public, personally appeared

Todd Hoops, who acknowledged the execution of the above affidavit on this

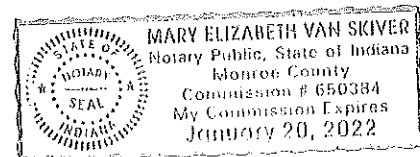
31 day of March, 2021.

My Commission Expires: January 20 2022

Monroe
(County of Residence)

Mary Elizabeth Van Skiver
(Notary Signature)

Mary Elizabeth Van Skiver
(Print or Type Name)



Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit documentation as required pursuant to *An Ordinance Establishing Responsible and Responsive Bidder Requirements on Public Works Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible and responsive bidder.

For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If a question is not applicable, answer "NA". If the answer is none, answer "none".

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned Todd Hoops, as Area Manager and on behalf
(Name) (Title)

of E & B Paving, LLC having been duly sworn under oath certifies that:
(Contractor)

Business Organization

The form of business organization of the Contractor is (check one):

 Sole Proprietor or Partnership xx LLC
 Corporation Independent Contractor (Individual)

If bidder/subcontractor is a corporation, indicate the state and the date of incorporation:

State of Indiana 09/26/1967

Authorized to do business in the State of Indiana: Yes ☒ No ☐

Describe supporting documentation attached: _____

Federal Employer I.D. #: 35-1139301

Social Security # (if an individual or sole proprietor): _____

The Contractor, or agent, partner, employee or officer of the Contractor, is not debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of state or local government. Yes ☐ No ☒

EOE Compliance

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions). Yes ☒ No ☐

Subcontractors

Contractor disclosed the name and address of each subcontractor for whom the contractor has accepted a bid and/or intends to hire on any part of the project (Form A). Yes ☒ No ☐

Contractor provided this *Affidavit of Compliance* to all of the above-referenced subcontractors.

No ☐

Yes ☒

Certificate of Insurance

Attached are certificates of insurance showing the following coverage:

General Liability

Yes ☒ No ☐

Worker's Compensation

Yes ☒ No ☐

Automobile Liability

Yes ☒ No ☐

Common Construction Wage Compliance

Contractor has complied with all provisions of the federal Davis-Bacon and related Acts, and all rules and regulations therein, for the past five (5) years.

Yes ☒ No ☐

Contractor has not been found by the Indiana Department of Labor to be in violation of the any Federal, State, or Local laws and regulations twice within a three year period.

("Yes" indicates compliance with the Act):

Yes ☒ No ☐

If the above answer is "No", list the date(s) of the Department's finding of a violation:

Participation in Approved Apprenticeship Program(s)

Contractor participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organizations.

Yes ☒ No ☐

Describe supporting documentation attached (e.g. Standards of Apprenticeship, Apprenticeship Agreement):

Drug Testing

Contractor has a written plan for employee drug testing;

Yes ☒ No ☐

OR

Contractor has signed a collective bargaining agreement that establishes an employee drug testing program.

Yes ☐ No ☐

Employee Classification

Contractor's employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B).

Yes ☒ No ☐

Worker's Compensation

Contractor's employees who will perform work on the project are:

Covered under a current worker's compensation policy:

Yes ☒ No ☐

Properly classified under such policy:

Yes ☒ No ☐

Describe supporting documentation attached:

Fringe Benefits

Contractor's employees who will perform work on the project are covered by a health and welfare plan. Yes ☒ No ☐

Contractor's employees who will perform work on the project are covered by a retirement plan. Yes ☒ No ☐

List of employees attached (Form B). Yes ☒ No ☐

Describe supporting documentation attached (e.g. plan documents, SPDs or employee statement declining coverage):

Professional or Trade Licenses:

Contractor will possess all applicable professional and trade licenses required for performing the Contract work. Yes ☒ No ☐

License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoke or suspended, state the date and reason for suspension/revocation.

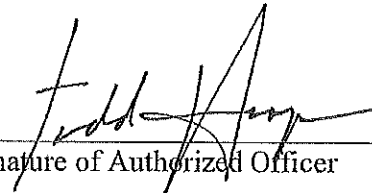
Documentation Attached (Contractor must initial next to each item):

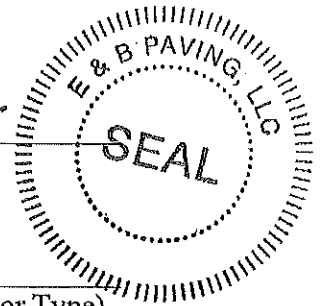
- HA ✓ **Form A:** Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project. **NOTE:** All subcontractors shall complete and submit an Affidavit of Compliance no later than the date and time of the contract award.
- HA ✓ **Form B:** List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current worker's compensation policy, properly classified under the worker's compensation policy, and covered by a health and welfare and retirement plan.
- HA ✓ **Certificate of Good Standing**
(or other evidence of compliance with laws pre-requisite to doing business in the state)
- HA ✓ **Certificate of Insurance**
- HA ✓ **Standards of Apprenticeship/Apprentice Agreements** - PER UNION AGREEMENTS
- HA ✓ **Fringe Benefit Coverage (Health & Welfare / Retirement)** - COVERED UNDER UNION AGREEMENTS
- HA ✓ **Employee Drug Testing Plan** (or applicable provision from CBA in effect)
- HA ✓ **Worker's Compensation Coverage**
- HA ✓ **Professional or Trade Licenses** - NONE REQUIRED

VERIFICATION

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Contractor set forth on page one (1), that I have personal knowledge of all the information set forth herein and that all statements, representations, information and documents provided in or with this Affidavit and attachments hereto are true and accurate.

The Contractor may report any change in any of the facts stated in this Affidavit within fourteen (14) days of the effective date of such changed by completing and submitting a new Affidavit. Failure to comply with this requirement is grounds for the Contractor to be deemed a non-responsible and non-responsive bidder.


Signature of Authorized Officer



Todd Hoops
Name of Authorized Officer (Print or Type)

Area Manager
Title

812-334-7940
Telephone Number

State of Indiana
County of Monroe

Subscribed and sworn to
before me this 31 day of
March, 2021.


Notary Public Signature & Seal



Form A

Subcontractors who will Perform Work on the Project

Name	Address	Work to be Performed
Specialties Company	9350 W 30th St Indianapolis IN	Fence, Signage
Earth Images	Floyds Knob IN	filter sock, Mob/demob Seed, Fertilize
Indiana Sign & Barricade	5240 E 25th St Indianapolis IN	Signs/barricades
Cripe, Inc	3939 Priority Way Indianapolis IN	Construction Engineering

Form B

Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

1. Individual is an employee (E) or independent contractor (I);
2. Individual's trade classification (indicate apprenticeship status where appropriate);
3. Employee (E) is covered under Contractor's current worker's compensation (WC) policy;
4. Employee (E) is covered under a health and welfare (H&W) plan and retirement plan provided by the employer(ER) or declined coverage (Declined).

[illegible]

Certificate of Qualification

ISSUED BY

Indiana Department of Transportation

INDIANAPOLIS, IN

February 02, 2021

TO

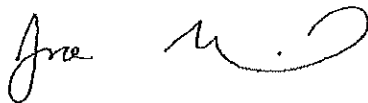
E & B PAVING, INC.

ANDERSON, IN

who has filed with the Department a Contractor's Statement of Experience and Financial Condition as required under Indiana Code 8-23-10, is hereby qualified to bid at any Department of Transportation letting in Classes of Work and within the amount and other limitation of each classification as listed below, for such period as the uncompleted work on hand from all sources does not exceed the Aggregate amount. Classification references by name or symbol are in accordance with the definitions in the Contractor's Statement of Experience and Financial Condition. This certificate supersedes any certificate previously issued, but is subject to revision or revocation according to the law, if and when changes in the financial condition of the contracting firm or other facts justify such revision or revocation.

Valid February 01, 2021 Thru January 31, 2022

Aggregate Bidding Capacity:	668,982,000.00
0085 CLEAN AND SEAL CRACKS /JOINTS IN PCCP/HMA PVT.....	\$50,000,000.00
0194 LIGHTWEIGHT ENGINEERED FILL.....	\$50,000,000.00
0230 PVT GRVING,SCARIFICATION & RUMBLE STRIPS.....	\$20,000,000.00
0284 RECYCLING: CONCRETE PAVEMENT.....	\$50,000,000.00
0286 RECYCLING: ASPHALT PAVEMENT.....	\$50,000,000.00
0288 PAVEMENT SEALING: SLURRY, FOG AND CHIP.....	\$50,000,000.00
0290 SEWER AND PIPE CLEANING AND LINING.....	\$5,000,000.00
A(A) CONCRETE PAVEMENT: GENERAL.....	\$99,999,999.00
B(A) ASPHALT PAVEMENT: WINDOT CERTIFIED HMA PLANT.....	\$99,999,999.00
C(A) HEAVY GRADING.....	\$75,000,000.00
D(A) HIGHWAY OR RAILROAD BRIDGE OVER WATER.....	\$75,000,000.00
D(B) HIGHWAY OR RAILROAD BRIDGE OVER HIGHWAY.....	\$75,000,000.00
D(C) HWY/RR BRIDGE REQ RR TRACK PROTECTION.....	\$75,000,000.00
E(F) SURFACE MASONRY AND MISCELLANEOUS CONCRETE.....	\$50,000,000.00
E(H) DEEP SEWER AND/OR EXCAVATION.....	\$20,000,000.00
E(Q) CONCRETE PAVEMENT: REPAIRS.....	\$50,000,000.00
E(R) ASPHALT PAVEMENT MILLING.....	\$50,000,000.00
E(T) DEMOLITION.....	\$50,000,000.00



PREQUALIFICATION ENGINEER



COMMISSIONER

State Form 20508 (R3 / 5-05)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Indiana, LLC 10401 N. Meridian #300 Indianapolis, IN 46290	1-317-844-7759	CONTACT NAME: Sherri Abbett PHONE (A/C, No, Ext): 317-595-7361 FAX (A/C, No): E-MAIL ADDRESS: sherri.abbett@assuredpartners.com	INSURER(S) AFFORDING COVERAGE INSURER A: ZURICH AMER INS CO INSURER B: NATIONAL FIRE & MARINE INS CO INSURER C: AMERICAN ZURICH INS CO INSURER D: XL INS AMER INC INSURER E: INSURER F:	NAIC# 16535 20079 40142 24554
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COVERAGES CERTIFICATE NUMBER: 60089136 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GLO297843921	09/01/20	09/01/21	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP297844021	09/01/20	09/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		42XSF31202201	09/01/20	09/01/21	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A		WC297843821	09/01/20	09/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability		US00093856L120A	09/01/20	09/01/21	OCC/AGG 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER E&B Paving, Inc. 2520 W. Industrial Park Drive Bloomington, IN 47404 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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ACORD 25 (2016/03)
SABBETT
60089136

The ACORD name and logo are registered marks of ACORD



AssuredPartners
of Indiana

10401 N. Meridian St., Suite 300
Indianapolis, IN 46290
Phone: 317-844-7759
Fax: 317-815-6036 or Fax 317-844-9910

IF YOU ARE THE RECIPIENT OF THIS CERTIFICATE:

ANY WORDING TO PROVIDE ADDITIONAL INSURED COVERAGE, PROVIDE COVERAGE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, OR PROVIDE A WAIVER OF SUBROGATION APPLIES ONLY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

CONTRACTUAL LIABILITY COVERAGE IS ONLY PROVIDED TO THE EXTENT SET FORTH IN THE POLICIES AND MAY NOT COVER ALL LIABILITY ASSUMED BY THE NAMED INSURED UNDER THE CONTRACT.

IF YOU ARE THE REQUESTOR OF THIS CERTIFICATE OF INSURANCE:

AssuredPartners of Indiana, LLC has, upon your request, issued the attached Certificate of Insurance.

If you have not already done so, we highly recommend that you provide AssuredPartners of Indiana, LLC with a copy of the insurance and indemnification provisions of the contract pertaining to the Certificate of Insurance request so that we may properly ascertain whether the referenced insurance policies address the limits of insurance, terms and types of coverage required by the contract.

While most Certificates of Insurance can be issued at no cost, the contract may require the purchase of additional insurance coverage that could be subject to an additional premium charge. In some instances, the coverage identified in the contract may be outside the underwriting guidelines of the insurance carrier and cannot be obtained.

Any contract review performed by AssuredPartners of Indiana, LLC should not be construed as the rendering of legal advice or a legal opinion concerning any portion of the contract.

AssuredPartners of Indiana, LLC has not endeavored to identify all potential liability issues that might arise under this contract. This review is provided for information purposes only and should not be relied upon by third parties.

Any description of insurance coverage is subject to the terms, conditions, exclusions and other provisions of the policies and any applicable regulations, rating rules or plans. This Certificate of Insurance does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD forms & Policy Cancellation Requirements

Effective September 2009, ACORD revised the ACORD 25 Certificate of Insurance and the Acord 27 & 28 Evidence of Property forms, the major change being removal of the cancellation notice provision. Per our contract with ACORD, we are not able to alter pre-existing wording on the current form, nor are we able to complete a proprietary form you provide:

• Per Indiana House Enrolled Act 1322, effective July 1, 2013,

Sec.13. (a) A person is not entitled to notice of:

- (1) cancellation of
- (2) non-renewal of; or
- (3) a material change in;

a policy of property or casualty insurance unless the person has notice rights under the terms of the policy of property or casualty insurance or an endorsement to the policy.

Violation of this statute is considered an unfair and deceptive act or practice under Indiana Law and if an agent is found to be in violation, they can possibly lose their license, and an insured or customer can possibly be fined.

We appreciate your understanding of the legal restrictions on our ability to fully comply with your request.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
08/26/2020

NAME OF INSURED: E & B Paving, LLC (Bloomington)

SUPP (10/00)



E&B PAVING, Inc

World-Class Solutions at a Local Level™

**DRUG FREE WORKPLACE
AND
DRUG TESTING POLICY**

(Effective 11/01/19)

PURPOSE

The Company recognizes that the use of some drugs is illegal, and that the use of drugs and intoxicants impacts productivity, impairs abilities, increases the likelihood of incidents, and impacts on judgment and reliability. The Company also recognizes an obligation to its employees, customers and the public at large to take reasonable steps to assure safety in the workplace, safety in the services it provides and safety in the distribution of such services. To this end, the Company reaffirms its commitment to a Drug Free Workplace, its Drug Testing Policy and the need for education and testing as outlined in this policy. For the purposes of this policy "drug test" includes testing for both prescription and non-prescription drugs as well as alcohol.

STATEMENT OF POLICY

- I. To insure a safe, productive work environment at all Company facilities and to protect all employees and Company property, the use, sale, transfer, or possession of alcohol, drugs, or controlled substances while on the job shall immediately subject the employee to the Company's drug and alcohol testing procedure. "Under the influence" is defined as being unable to perform work in a safe and productive manner, being in a physical or mental condition which creates a risk to the safety and well being of the affected employee, other employees, the public or Company property, and/or having detectable levels, in excess of the universally accepted cut-off levels for both the initial and confirmatory tests of alcohol, drugs, or controlled substances in the body. A positive test result will result in the employee's immediate termination. Refusal of any test is deemed a positive under this Policy.
- II. The use of illegal drugs is inconsistent with law-abiding behavior expected of all citizens. Employees who use illegal drugs tend to be less productive, less reliable, and are prone to greater absenteeism, resulting in the potential of increased cost and delay.
- III. The use of illegal drugs or alcohol by employees can impair the ability of those employees to perform tasks that are critical to proper performance and can also result in the potential for accidents on duty.
- IV. The use of illegal drugs and/or alcohol by employees can result in less than their complete reliability, stability, and good judgment and may lead to incidents in the workplace.

APPLICABILITY

- I. All employees of E & B Paving, Inc. are subject to this Policy and to testing.

E & B PAVING, INC.
DRUG FREE WORKPLACE AND DRUG TESTING POLICY
Page 2

- II. While CDL drivers are subject to this policy for non-federally regulated testing, they are also subject to the "Drug and Alcohol Policy for Drivers" which mandates federally regulated testing of CDL drivers under the FMCSA federal standards.

RULES

The following actions are strictly prohibited:

- I. reporting for work under the influence of intoxicants, illegal drugs or prohibited substances;
- II. operating Company equipment or vehicle under the influence of intoxicants, illegal drugs or prohibited substances;
- III. the use, manufacture, possession, transfer or trafficking of such intoxicants, illegal drugs or prohibited substances in any manner during work hours or while on the job, on Company property, or in Company vehicles;
- IV. in any way using Company property or an employee's position within the Company to make or traffic intoxicants or illegal drugs;
- V. any other use, possession or trafficking of intoxicants, illegal drugs or controlled substances in a manner which is detrimental to the interest of the Company;

TYPES OF TESTING

- I. Under this policy, employees may be subject to six types of testing as outlined below:
 - pre-employment testing;
 - probable cause / reasonable suspicion testing;
 - random testing;
 - post-incident testing;
 - annual testing;
 - return-to-duty testing; and
 - follow-up testing
- I. Definition of types of testing:
 - A. Pre-Employment: All new hires are subject to pre-employment drug testing that shall be conducted on or before their first day of employment.
 - B. Probable Cause / Reasonable Suspicion: Probable cause / reasonable suspicion testing will be conducted if the Company or any of its management personnel have cause or reason to believe an employee may be under the influence of drugs or alcohol.

- C. Random: All employees are subject to random testing. Random testing at project sites will be conducted in accordance with our collective bargaining agreements with the various unions and will be administered by Midwest Toxicology Services in conjunction with Indiana Constructors, Inc. "ICI." Random testing for non-union employees as well as employees working on projects outside of the ICI testing area will be conducted on a quarterly basis and will be administered by Midwest Toxicology Services.
- D. Annual: All employees must be tested at least annually. Tracking of annual testing for Indiana union members will be done in the ICI database by Midwest Toxicology Services. When needed, those employees will be notified by ICI that they are due for an annual test and they will have 3 days to report for the test in order to keep their ICI card status "valid."

Tracking of annual test requirements for employees who are members of unions outside of Indiana and all non-union employees will be done by the Company. When needed, those employees will be notified by the Company, that they are due for an annual test and they will have 3 days to report for the test.

All union employees called back to work for the Company from a layoff must have a valid ICI card status or they will be required to complete a pre-employment test.

- E. Post-Incident: Any employee involved in an incident that causes damage to company or public property or treatment above first-aid on the job for an injury will be subject to post-incident testing. This includes motor vehicle accidents. Deer strikes are excluded from this testing requirement. At management's discretion, a post-incident instant saliva test may be performed on-site by a member of management. If the results of the instant saliva test are positive, the employee will immediately be taken to a collection site for a urine test and placed on suspension until the results of the urine test are received by the Company. If the urine test comes back positive, the employee is officially terminated and subject to the return to duty testing protocol as outlined in this Policy. If the urine test comes back negative, the employee will be reinstated and paid 8 hours per day for any work day that was missed due to the suspension.
- F. Return to Duty: At management's discretion, an employee who has a positive test may be eligible for reinstatement. However, in order to be considered, the employee must complete the return to duty steps as outlined below:

1st Offense -- Employee must contact Midwest Toxicology Services for referral to a Substance Abuse Professional "SAP." The employee must meet with the SAP for an initial evaluation, complete any program that the SAP deems necessary, meet with the SAP upon completion of the required program for a follow-up evaluation. Written documentation from the SAP must be provided to the Safety Department who will then have the employee contact Midwest Toxicology Services to make arrangements for a return to duty test (this test may be observed).

2nd Offense -- Employee will have a mandatory suspension of 6 months. After the 6 month suspension period, the employee must contact Midwest Toxicology Services for referral to a

Substance Abuse Professional "SAP." The employee must meet with the SAP for an initial evaluation, complete any program that the SAP deems necessary, meet with the SAP upon completion of the required program for a follow-up evaluation. Written documentation from the SAP must be provided to the Safety Department who will then have the employee contact Midwest Toxicology Services to make arrangements for a return to duty test (this test may be observed).

All costs associated with return to duty testing and SAP evaluations / treatment are the responsibility of the employee.

- G. Follow-Up Testing: If reinstated at management's discretion, the employee is subject to follow-up testing as deemed necessary by the Company or as recommended by a SAP. This testing will happen over a period of the first twelve (12) months of returning to work.

II. Technical Requirements of the Testing Procedures:

All testing will be conducted as a ten (10) panel drug test and will include testing for the following drugs:

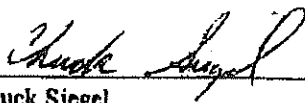
- Marijuana (THC)
- Cocaine metabolite (Benzoylecgonine)
- Amphetamines
 - Amphetamine
 - Methamphetamine
 - MDMA (Ecstasy)
- Opioids
 - Codeine
 - Morphine
 - 6-Acetylmorphine (heroin)
 - Hydrocodone
 - Hydromorphone
 - Oxycodone
 - Oxymorphone
 - Methadone
 - Propoxyphene
- Phencyclidine (PCP)
- Barbiturates
- Benzodiazepines
- Ethanol (Alcohol)

Alcohol tests may also be administered via breath alcohol testing protocol.

In certain situations, employees may be subjected to testing for various other substances.

DISCIPLINE

- I. A positive test result on a pre-employment test will result in the immediate termination of the employee. At management's discretion an applicant may reapply..
- II. A positive test result on tests other than pre-employment will result in immediate termination. At management's discretion, employee may be reinstated after the return to duty steps previously outlined in this Policy have been satisfactorily completed.
- III. Any employee having a positive test will be banned from driving any company vehicle for a minimum of twelve (12) months.



Chuck Siegel
Corporate Human Resources Director / EEO Officer

Date: 10/14/2019

CNA SURETY

Bid Bond

Bond No. Bid Bond

CONTRACTOR:

(Name, legal status and address)

E & B Paving, LLC
2520 W. Industrial Park Drive
Bloomington, IN 47404

SURETY: Continental Casualty Company

(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Monroe County Board of Commissioners
Monroe County Courthouse, 100 W Kirkwood Avenue, Room 220
Bloomington, IN 47404

BOND AMOUNT: 5% Five Percent of the Amount of the Bid

PROJECT:

(Name, location or address, and Project number, if any)

Karst Farm Trail, Monroe County, Indiana


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of March, 2021.


(Witness) Beth Van Skiver


(Witness) Kathryn R. Postma

E & B Paving/ LLC

(Principal)

By:

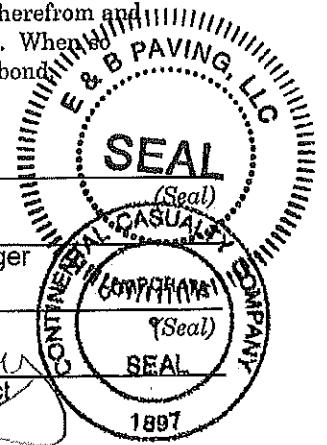
(Title) Todd Hoops, Area Manager

Continental Casualty Company

(Surety)

By:

(Title) Angela M. Riley, Attorney-in-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Angela M. Riley , Individually

of Indianapolis, IN their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

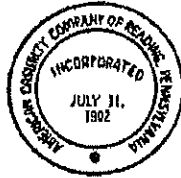
- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: E & B Paving, LLC
Obligee: Monroe County Board of Commissioners

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of February, 2018.

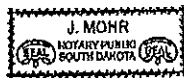


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 31st day of March, 2021.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

Standard Questionnaires and
Financial Statement for Bidders

Prescribed by
THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in investigating and determining the qualifications of bidders on
public construction when the aggregate cost of any such work or improvement
will be Five Thousand Dollars or more.

These statements to be submitted under oath by each bidder with and as
a part of his bid, as provided by Chapter 306, page 1248, Acts of 1947

Submitted to The Board of Commissioners of Monroe County

By	<u>E & B Paving, LLC</u>	X <u>A Corporation</u>
Address:	<u>286 W. 300 N.</u>	A Co-partnership
	<u>Anderson, IN 46012</u>	An Individual

Date Submitted: March 31, 2021

Filed _____

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Submitted by
Principal Office at
To

E & B Paving, LLC
286 W. 300 N., Anderson, IN 46012
{}X A Corporation
{} A Co-partnership
{} An Individual

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

- 1 How many years has your organization been in business as a general contractor under your present business name?

53 years

- 2 How many years experience in Asphalt Resurfacing construction work has your organization had:

(a) As a general contractor 53 years (b) As a sub-contractor 53 years

- 3 What projects has your organization completed?

CONTRACT AMT.	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER
\$109,144,840.00	Road Reconstruction	2018	I-69 Sec 5
\$70,526,700.00	Road Reconstruction	2020	INDOT R-37383 I-65 Design/Build
\$27,252,528.00	Road Reconstruction	2020	INDOT B-33539 - US 41
\$12,577,000.00	Road Reconstruction	2020	KYTC 18-1020 Bluegrass Parkway

- 3-A What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER
\$154,529,000.00	Road Reconstruction	2021	INDOT I-65 Best Value-Seymour
\$83,773,000.00	Road Reconstruction	2023	INDOT I-65 Boone County
\$19,144,000.00	Road Reconstruction	2023	KYTC Bullitt-Hardin County
\$31,591,105.00	Road Reconstruction	2023	INDOT North-Spili I-70 & I-65

- 4 Have you ever failed to complete any work awarded to you? No If so, where and why?

- 5 Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? No If so, state name of individual, other organization and reason therefor:

- 6 Has any officer or partner of your organization ever failed to complete a construction contract handles in his own name? No If so, state name of individual, name of owner and reason therefor:

- 7 In what other lines of business are you financially interested? None

- 8 For what corporations or individuals have you performed work, and to whom do you refer?

Force Construction	Wilhelm Construction
Beazer Communities	LGC Corporation
United Parcel Service	Indiana University
Pulte Homes	Gradex, Inc.
Rieth Riley	Lennar

- 9 For what cities have you performed work and to whom do you refer?

Anderson	Muncie	Huntington	Carmel	Pendleton
Fishers	Noblesville	Ft. Wayne	Washington	Clarksville
Yorktown	Kokomo	Rochester	Greenfield	Culver
Freemont	Vincennes	Plainfield	Jeffersonville	Indianapolis
Bloomington	Evansville	Logansport	Bluffton	Angola

- 10 For what counties have you performed work and to whom do you refer?

Madison Co.	Delaware Co.	Clark Co.
LaGrange Co.	Martin Co.	Monroe Co.
Howard Co.	Gibson Co.	Noble Co.
Allen Co.	Warrick Co.	Steuben Co.
Huntington Co.	Henry Co.	Owen Co.
Hamilton Co.	Harrison Co.	Knox Co.

- 11 For what State Bureaus or Departments have you performed work and to whom do you refer?

INDOT Greenfield District	
INDOT Seymour District	INDOT Crawfordsville District
INDOT Ft. Wayne District	INDOT LaPorte District
INDOT Vincennes District	

- 12 Have you ever performed any work for the U.S. Government? Yes

If so, when and to whom do you refer?

IN Dept of Transportation	Hamilton County	Indianapolis International Airport
Kentucky Transportation Cabinet	Allen County	Grissom Air Reserve Base
Ohio Dept of Transportation	Noble County	Howard County
Vanderburgh County	Huntington County	Gibson County
Delaware County Airport	Madison County	Greene County

- 13 What is the construction experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Years of construction experience	Magnitude and Type of Work	In what capacity
Larry Canterbury	President	23	Admin & Mgmt	
Rod Middaugh	Gen. Super.	36	Constr. & Superv.	
John Eller	Vice Pres.	48	Admin & Mgmt	
Tony Evans	Vice Pres.	32	Admin & Mgmt	
Greg Bridges	Safety	15	Safety Mgmt	

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories herein made

- 1 In what manner have you inspected this proposed work? Explain in detail.

- 2 Explain your plan or layout for performing the proposed work.

- 3 The work, if awarded to you, will have the personal supervision of whom? _____

- *4 Do you intend to do the hauling on the proposed work with your own forces? _____
If so, give amount and type of equipment to be used _____

- *5 If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility.

* Items 4, 5, 6 and 7 may not be applicable in all building contracts, if not, omit.

*6 Do you intend to do the grading on the proposed work with your own forces? _____
 If so, give type of equipment to be used? _____

*7 If you intend to sublet the grading or perform it through an agent, state amount of sub-contract or agents's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility

8 Do you intend to sublet any other portions of the work? _____ If so, state amount of sub-contract, and, if known, the name and address of the sub-contractor, amount, and type of his equipment and financial responsibility

9 From which sub-contractors or agents do you expect to require a bond? _____

10 What equipment do you own that is available for the proposed work?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION

11 What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST

12 How and when will you pay for the equipment to be purchased?

13 Do you propose to rent any equipment for this work? If so, state type, quantity and reasons for renting

14 Have you made contracts or received firm offers for all materials within prices used in preparing your proposal?

If not give names of dealers or manufacturers

Dated at Anderson, IN this 9th day of March, 2021

E & B Paving, LLC

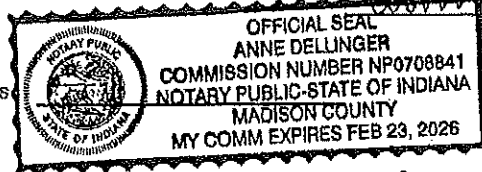
By Sarah M. Shuter (Name of Organization)
Sarah M. Shuter, Secretary
(Title of Person Signing)

State of Indiana)
) SS:
County of Madison)

Sarah M. Shuter being duly sworn, deposes and says that he is Secretary of the above E & B Paving, LLC and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn before me this 9th day of March, 2021

My Commission expires



WRITTEN CONSENT TO RESOLUTION OF THE SOLE SHAREHOLDER AND DIRECTORS OF E & B PAVING, LLC

The undersigned, being the sole shareholder and the director of E & B Paving, LLC., an Indiana Corporation ("Corporation"), hereby consent to the following action to be taken by the Corporation in lieu of the annual meeting of the Shareholder and Directors of the Corporation;

RESOLVED, that the following persons are nominated and elected to serve as directors of the Corporation until their successors are duly elected and qualify;

John Tiberi and Larry Canterbury;

RESOLVED, that the following persons are nominated and elected to serve in the following capacities until their successors are duly elected and qualify;

President	Larry Canterbury
Vice-President	John Eller
Vice-President	Tony Evans
Vice-President	Nick Chapman
Treasurer	T. Shawn Burgess
Secretary	Sarah M. Shuter

RESOLVED, in order to promptly and efficiently conduct the business of the Corporation, it is necessary to enter into certain contracts to provide paving products including, but not limited to, aggregate and asphalt and such other surface and paving products and related services;

RESOLVED, it is necessary that certain officers and employees of the Corporation be empowered to execute such agreements on behalf of the Corporation, including contracts, performance, payment and maintenance bonds, bids and related documents;

RESOLVED, the following named officers and/or employees of the Corporation are hereby authorized and directed individually and without any other officer attesting thereto to execute, acknowledge and deliver bids, contracts and bonds for and on behalf of the Corporation and to take such related action not inconsistent with resolution, and not substantially adverse to the Corporation, and their signature shall be conclusively evidenced by the execution of such contract documents and bonds; provided however, that such authority of such officers and/or employees on behalf of the Corporation shall be limited to the extent set forth below as follows:

<u>NAME</u>	<u>EXTENT OF LIMITATION</u>
-------------	-----------------------------

Larry Canterbury	without limitation
T. Shawn Burgess	without limitation
Sarah M. Shuter	without limitation
John Eller	\$10,000,000
Tony Evans	\$10,000,000
Nick Chapman	\$10,000,000
Steve Varner	\$ 5,000,000
Chad Hartwick	\$ 5,000,000

Spencer B. Coe	\$3,000,000
Kenneth W. Spellman	\$3,000,000
Kevin Kruckeberg	\$3,000,000
Todd Hoops	\$3,000,000
David Heyde	\$3,000,000
Douglas Jump	\$3,000,000
Gregg Koppelman	\$3,000,000
Kip Chandler	\$3,000,000
Cam Paddock	\$3,000,000
Thane Knox	\$3,000,000
Steven Broermann	\$3,000,000
Brian Schaeffer	\$3,000,000
Jason Gasaway	\$2,000,000

RESOLVED, that any and all acts and proceedings of the Directors and Officers of the Corporation occurring since the last meeting of the Shareholders and Directors be and they hereby are ratified, confirmed and approved.

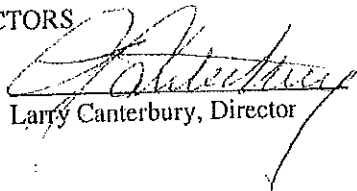
RESOLVED, that this written consent be executed in multiple counterparts;

RESOLVED, that this written consent be in lieu of any annual meeting of the Shareholder and Directors of the Corporation and shall be filed in the minute book of the Corporation in place of any minutes of any such annual meetings.

Dated this 8th day of March, 2021.

SOLE SHAREHOLDER
IRVING MATERIALS, INC.

DIRECTORS


Larry Canterbury, Director

System #	Description
<u>Machinery & Equipment</u>	
000476	Trench Roller
000679	1978 Dynaweld 4T Trailer
000673	1978 Trailer Rogers 15 Ton
000682	1979 Blaw Knox Road Widener RW 195H
000695	Gallon Trench Roller
000169	1988 Blaw Knox Widener
000505	1979 Dynaweld Trailer 9-Ton
000707	1980 Chop Spreader Ethyre Chipper
000729	1979 Arrow Hammer Model HJ250R
000743	1988 Blaw Knox Road Widener RW 100
000744	1989 18BST Interstate Trailer 9 Ton
000745	1986 18BST Interstate Trailer 9 Ton
000746	1986 18BST Interstate Trailer 9 Ton
000747	1986 Job Site Trailer 6X24ft
000197	1987 Interstate 9T Drop
000199	1987 Gallon 5-8T Tandem Roller
000215	Arrow Boards, Bemis Tr.
000216	AF850T Test Press
000228	1988 Interstate 9-T Drop Axle
000230	1988 Interstate 9-T Drop Axle
000240	Gallon Trench Roller
000942	1988 Aladin Steam Cleaner
000250	1989 Interstate Trailer
000251	1988 Interstate Trailer 9T
001014	Gallon TR Berm Roller
001026	1989 Ingram Roller 9-2800PB
001016	B-K Trench Roller
001019	Gallon TR 39238 Roller
001020	1989 Cat 120G Grader
001028	1989 Miller Welder AEAD200LE
001040	HDR-4 Hydrlic. Gang Drill
001041	1988 Case Loader/Backhoe 680K
001056	2 Troxler 3241-C
001061	1970 Rex Double Drum Roller Rmb1 Strip
001063	John Deere Forklift 380D
001085	1990 Lincoln Welder SA200F-163
001099	Water Bath
001102	1990 Interstate Trailer 6 Ton
001108	1991 Bemis Arrow Board
001116	1991 Profilograph Ames
001136	1991 Sign 1800 ENG4002170LT1 Bemis
001124	1992 Trailer Belshe Model GT2 4T
001123	1991 Case Unloader Model 1845C
001207	1984 Case 580E Backhoe-A
001225	1959 Blaw Knox Trench Roller-C
001238	1986 Arrow HJ 1250-R Breaker
001240	John Deere 482C Forklift
001243	1979 Case 580C Backhoe-A
001250	1979 Cat 12G Grader-C
001259	1987 I-R P-185-WJD Air Compressor

System #	Description
001260	1985 I-R P-185-WJD Air Compressor
001269	1988 Lincoln SAE400 Welder
001279	1986 Case 580E Backhoe-A
001280	1986 Case 580SE Backhoe-A
001280	Cat V408 Forklift
001306	1981 Target 6505 Concrete Saw
001311	Target 6505QM Concrete Saw
001329	1987 Coleman MH4000RDKH Portable Lights
001330	1987 Coleman MH4000RDKH Portable Lights
001349	Minnich Air Gang A4890 Drill
001418	Ames Profilograph
001419	Ames Profilograph
001428	1985 Allied Model 77 HY.RAM
001430	Mobile Testing Lab, Model 8361CU
001641	Jobsite Trailer Model 1050JMO-CU
001647	1991 Miller Bobcat 225G Welder
001610	Jobsite Trailer 1040JCU Custom Unit
001650	1992 Changeable Message Sign
001620	Jobsite Trailer 1050JCU Custom Unit
001643	1992 Changeable Message Sign
001653	1992 I-R Air Compressor P185CWJD
001654	1992 I-R Compressor P185CWJD
001655	1992 I-R Air Compressor P185CWJD
001658	1992 Miller Bobcat 225G Welder
001659	Gomaco Sidemount Model GTCF-6854
001713	1993 Miller Bobcat 225G Welder
001714	1993 Miller Bobcat 225G Welder
001739	1990 Gomaco T/C 600 Crawler Track Texturing/Curing
001764	200 10' Metaform Heavy-Duty Paving Forms
001847	Blaw Knox Trench Roller Double Drum
001840	Dual Grade Laser LZ 1145
001843	Sokke Set 4BII w/ Tripod & Prism
001841	1994 Target Saw C50014 PRO65II
001842	1994 Target Saw C50014 PRO65II
001851	1993 I-R SD 100D Vibratory Roller
001859	1994 I-R SD 100D Vibratory Roller
001878	1987 John Deere Tractor Loader 210C
001883	1987 Dresser Loader #530
001897	1994 Broce Broom RJ300
001907	Gallon Single Drum Trench Roller
001955	1992 Case 580SK Backhoe
001956	1993 I-R Roller SD100D
001943	1994 GTS-303dpg Total Station
001967	1994 Cat D6H Dozer
001968	1994 Cat 120G Grader
001969	1994 Cat 426B Backhoe
001970	1994 Barber Green 730 Road Widener
001979	1995 Slope Sensor on 1994 Cat 12G
001980	1995 Slope Sensor on 1994 Cat 12G
001981	Major Repairs on 1979 Cat 12G
001983	1994 Cat 12G Grader

System #	Description
001884	1994 Cat 12G Grader
001997	1995 Broce Broom
002008	Troxler Gyralory 4140
002010	1995 CMI 21 Pin Puller
002024	1995 2Bt Concrete Screed M #6001
002026	1995 Blaw Knox RW100A Widener
002092	1988 Cat 436 Backhoe
002051	1993 Broce Broom RJ3000
002047	1995 Case 1845C Unloader
002048	1995 Case 1845C Unloader
002043	1995 I-R SD100D Roller
002124	1996 Target Pro 65 Saw
002103	1996 Blaw Knox PF171 Paver
002106	1996 Bomag BW120AD Roller
002113	1996 Paving Forms 12in x 12in
002114	1996 Solar AB-1515 Arrowboard
002148	1994 Cat 140G Grader
002144	1996 A-45C Dowel Pin Driller Minnich
002147	1999 I-R P600WCU Air Compressor
002149	1994 Cat 140G Grader
002158	1996 Sokkia Set 3BII - Transit & Tripod
002168	1997 Hotsy Pressure Washer
002169	1997 Hotsy Pressure Washer
002174	1995 Case 580L Backhoe
002175	1995 Case 580L Backhoe
002191	1997 I-R sd70D Roller
002192	1997 I-R SD100D Roller
002193	1997 I-R SD100D Roller
002208	1977 Speed Screed 41in
002209	1997 Cummins 450 Generator
002216	1997 Roadtec RP180-8 Paver
002217	1997 Roadtec SP100 Paver
002219	1997 Broce RC300 Broom
002220	1997 Broce RC300 Broom
002221	1997 Broce RC300 Broom
002222	1997 Broce RC300 Broom
002288	1997 Laser Control
002289	1997 Laser Control
002231	1997 Bobcat 663 Skid Steer
002232	1997 Atech CP24TD Planer
002242	1997 Blaw Know RW100 Widener
002243	1997 Gyralory 4140
002244	1997 Gyralory 4140
002261	1997 Target Pro65 Saw
002263	1997 Soff Cut GX3000 Saw
002271	1997 I-R SD100D Roller
002272	1997 I-R P185WJD Air Compressor
002273	1997 I-R P185WJD Air Compressor
002276	1997 I-R P185WJD Air Compressor
002293	1997 Cat 135H Grader
002304	1997 Scarifier for Grader

System #	Description
002300	1997 4140 Gyratory
002301	1980 Cat 130G Grader
002312	1993 Case 1845C Skid Steer
002350	1997 Power Screen
002362	1997 Troxler 4140 Gyratory
002382	1997 Arrow Breaker 1350
002383	1997 Arrow Breaker 1350
002392	1997 I-R DD110 Roller
002394	1997 I-R SD100D Roller
002352	1998 Ames Profilograph AP4000
002353	Computerize Profilograph Retrofil
002356	1996 Broce Broom RJ300
002357	1996 Broce Broom RJ300
002408	1998 Roadtec RP185-8 Track Paver
002409	1998 Roadtec RP-180-10 Paver
002413	1998 I-R DD22 Roller
002429	1998 Gyratory Compactor
002430	1998 Gyratory Compactor
002431	1998 Gyratory Compactor
002411	1998 I-R P185WJP Air Compressor
002428	1997 Speed Screed
002432	1998 Gomaco GT3600 Paver
002440	1998 BG730 Widener
002451	1998 Gyratory Compactor
002458	1998 Target Pro65 Saw
002453	1997 Blaw Knox RW100A Widener
002456	1998 Gomaco TC600 Texturizer
002463	1995 Case 1845C Skid Steer
002464	1994 Case 1845C Skid Steer
002465	1993 Case 1845C Skid Steer
002467	1998 BG730 Widener
002796	1998 CAT 980G Loader
002481	1998 BG 730 Widener
002495	1998 Case 580SL Backhoe
002496	1998 Case 580SL Backhoe
002500	1998 Broce RC350 Broom
002501	1998 Broce RC350 Broom
002502	1998 Cat D7R Dozer
002504	1998 Cat D4C Dozer
002505	1998 I-R DD90 Vib Roller
002530	1999 Roadtec SP100B Paver
002524	1999 I-R P185WJD Air Compressor
002525	1999 I-R P185WJD Air Compressor
002526	1999 I-R P185WJD Air Compressor
002531	1999 32Ft Speed Screed
002521	1999 I-R SD100D Roller
002522	1999 I-R DD110 Vib Roller
002523	1999 I-R SD70D Roller
003076	Cat 980G Wheel Loader
002536	1999 Champion C80A Grader
002537	1999 Gomaco GP2600 Paver

System #	Description
002538	1999 Roadtec SB2500 Shuttle Buggy
002558	1999 Target PRO65 Saw
002540	1999 Case 1845 Skid Steer w/ Planer
002542	1999 Gyratory Compactor
002543	1999 Gyratory Compactor
002541	1999 (5) Asphalt Furnaces
002550	1999 Hypac C340C Roller
002561	1999 Bomag BW9AS Roller
002562	1999 Bomag BW9AS Roller
002560	1999 Cat 600KW Generator
002559	1999 Case 1845C Skid Steer
002566	1999 SB2500 Shuttle Buggy
002571	1999 Terramite Roller Screed
002573	1992 Case 1845C Unloader
003161	1999 CAT 980G LOADER
002579	1999 Cat 3304 Generator
002797	1999 CAT 980G Loader
002602	1999 Broce RC350 Broom
002603	1999 Broce RC350 Broom
002604	1999 Broce RC350 Broom
002605	1999 Broce RC350 Broom
002621	2000 IR P130 Air Compressor
002622	2000 IR P130 Air Compressor
002624	1999 IR DD90 Roller
002626	1999 IR DD24 Roller
002642	2000 Cat 325BL Excavator
002633	2000 Roadtec SB2500 Shuttle Buggy
002634	2000 Roadtec SB2500 Shuttle Buggy
002641	2000 Cat 972G Loader
002637	2000 Roadtec RP185-10
002639	2000 Target PRO65III Saw
002645	2000 JD 250 Skid Steer
002646	2000 CP24 Cold Planer w/ 561393
002647	2000 CP24 Cold Planer w/ 561395
002648	2000 JD 250 Skid Steer
002650	2000 Gomaco GT6300 4 Track Paver
002651	2000 Terramite Roller Screed
002658	Blaw Knox 552 Trench Roller
002670	2000 Case 1845C Skid Steer
002672	2000 Cimline 225DH Crack Sealer
002677	1999 Cat 312BL Excavator
002679	2000 Cat D5C Dozer
002680	2000 Bomag BW9AS Roller
002682	2000 Broce RJ350 Broom
002707	2001 CAT 3412 Generator
002718	2001 Gyratory Compactor
002713	1996 Case 1845C Unloader
002716	2001 JD Skidsteer 250
002716	2001 JD Cold Planer CP24
002717	2001 JD Cold Planer CP24
002712	2001 Roadtec RP180-10 Paver

System #	Description
002728	2001 CMI MTP4004
002729	2001 Gomaco Commander III 4 Track
002757	2001 CAT D5C Dozer
002756	2001 Roadtec SB2500 Shuttle Buggy
002761	2001 RJ350 Broce Broom
002762	2001 RJ350 Broce Broom
002763	2001 C778B Hypac Roller
002768	2002 John Deere CP24 Cold Planer
002769	2002 John Deere 250 Skid Steer
002770	2002 Gyratory Compactor
002771	2002 Gyratory Compactor
002772	2002 F85930 Furnace
002773	2002 F85930 Furnace
002774	2002 F85930 Furnace
002780	1995 Case 1845C Skid Steer
002778	2002 Roadtec SB2500C Shuttle Buggy
002785	2002 Roadtec RP150-8 Paver
002787	2000 Cat 438C Backhoe
002790	2002 Cat 12H Grader
002791	2002 Cat 140H Grader
002793	2002 Bomag BW100AD Roller
002802	2003 (B)Corelok's w/ Accessories
002811	2003 Gomaco GT6300 Com III
002812	2003 Roadtec RP180-10 Paver
002813	2003 Roadtec RP180-10 Paver
002815	2003 Roadtec RP180-10 Paver
002816	2003 Roadtec RP180-10 Paver
002817	1999 CAT 140H Grader
002825	2003 Core Cut 6500 Saw
002826	2003 Core Cut 6500 Saw
002827	2003 Core Cut 6500 Saw
002832	1998 Roadtec SB2500 Shuttle Buggy Re-built
002956	2001 IR DD130 Roller
002958	1996 Bomag BW120AD Roller
002960	1997 Bomag BW120AD
002961	1997 Bomag BW120AD
002962	2000 IR DD130 Roller
002963	1998 IR DD32 Roller
002965	1953 Gallion Roller
002967	1957 Blaw Knox Roller
002974	1989 Barber Green BG730 Widener
002977	1979 Etnyre Chipper
002979	1996 Crafco E-Z Pour
002980	1997 Wikel Seal Machine
002982	1998 Allied Hammer
002985	1996 Cat D6MXL Dozer
002991	1994 Cat 426B Backhoe
002992	1999 Cat 416C Backhoe
002994	2000 Cat 12H Grader
002997	1998 Cat 980G Loader
003002	2001 Cat 972G Loader

System #	Description
003004	1997 IR SD100D Roller
003006	1995 IR SD100 Roller
003015	1973 Ditch Witch V30 Trencher
003016	2000 Ambassador Screen
003018	1990 Broce RJ300 Broom
003019	2001 Broce RC350 Broom
003023	1967 Hobart 300A Welder
003025	1990 Landa Hot Water Washer
003026	1990 Landa Oil Water Separator
003027	1985 Clark C500 Forklift
003028	1980 Case 588C Forklift
003055	1996 Sokkia Sel
003056	1999 Nuclear Density Meter
003057	2001 Agtek
003058	2001 Laser
003072	Garage Equipment
002842	2004 Cat 980G Loader
002848	2003 Cat CB534 Vib Roller
002850	1997 JD 250 Skid Steer
002870	2004 Roadtec RP150 Paver
002871	2003 Cat CB534 Vib Roller
002873	2004 Cat CB 224D Roller
002874	2004 Cat CB 224D Roller
002875	2004 Cat CB 224D Roller
002876	2004 Cat 312CL Excavator
002881	2004 Roadtec RP190 Paver
002882	2004 Roadtec RP190 Paver
002872	2004 Cat CB534 Vib Roller
002880	2004 Cat 325L Excavator
002883	2000 Roadtec 2500B Shuttle Buggy
002885	Used JD CP24 Cold Planer
002886	2004 Cat CB-534D Roller
002887	2004 Cat CB-534D Roller
002888	2004 Hamm HD90 Roller
002889	2004 Hamm HD90 Roller
003059	2003 Case 60XT Skid Steer
003065	2004 Cat 312CL Excavator
003086	2004 CAT D4GXL Dozer
003087	2004 CAT 140H Grader
003088	2005 Roadtec SB2500 Shuttle Buggy
003089	2005 Roadtec SB2500 Shuttle Buggy
003090	2005 Roadtec RP-190 Paver
003091	2005 Roadtec RP-190 Paver
003105	2005 Cat 980G Loader
003106	2005 Cat 980G Loader
003092	2005 Roadtec RP-190 Paver
003093	2002 Roadtec SB2500 Shuttle Buggy Rebuilt
003127	2005 Dynapac CC232HF Roller
003128	2005 Dynapac CC232HF Roller
003129	2005 Dynapac CA362D Roller
003130	2005 Dynapac CA362D Roller

System #	Description
003131	2005 Dynapac CC522HF Roller
003132	2005 Dynapac CC522HF Roller
003143	2005 Gomaco PS-2000 Pacer
003144	2005 Gomaco GHP-2800 Paver
003142	2005 Gomaco RTP 500
003138	2005 Cat CB534D Roller
003139	2005 Cat CB534D Roller
003140	2005 Cat CB534D Roller
003141	2005 Cat CB534D Roller
003136	2005 Target Pro66 Saw
003150	Used JD 250 Skid Steer
003149	1995 New Holland Skid Steer LX565
003153	2005 Gomaco GT6300 Curb Machine
003156	2005 Cat D6R XL Dozer
003159	2005 Cat 980H Loader
003160	2005 Cat 980H Loader
003162	2005 Gomaco Variable Curb Mold
003168	2002 Cat 140H Grader
003171	2005 Cat 268B Skid Steer w/ Planer
003189	2005 Cat CD634C Roller
003190	2005 Cat CD634C Roller
003191	2005 Cat CD634C Roller
003192	2006 Arrow 1350 Drop Hammer
003197	2006 Broce RJ350 Broom
003200	2006 Roadtec RP190 Paver
003201	2006 Roadtec RP155 Paver
003202	2006 Roadtec RP190 Paver
003204	2005 Cat CB534D Roller
003205	2005 Cat CB534D Roller
003206	2005 Cat CB534D Roller
003207	1994 Case 1845C Skid Steer
003208	2006 Roadtec RP195 Paver
003209	2006 Dynapac CC800 Roller
003210	2006 Dynapac CC800 Roller
003211	2006 Dynapac CC232 Roller
003212	2006 Dynapac CC232 Roller
003213	2006 Dynapac CC43V Roller
003214	2006 Dynapac CC432V Roller
003215	2006 Dynapac CC722 Roller
003235	2006 Target Pro66 Saw
003236	2006 Target Pro66 Saw
003241	2005 Cat M318CH Excavator
003242	2006 Minnich H-4 Drill
003248	2006 Cummins 35DGBB Generator
003267	2001 Cat M320 Excavator
004064	2007 Cat 980H Loader
003276	1986 Case 1845C Skidsteer
003283	2006 Case Skid Steer w/Planer
003286	2007 Roadtec RP190 Paver
003287	2007 Roadtec RP155 Paver
003288	2007 Roadtec RP190 Paver

System #	Description
003280	2006 Cat 980H Loader
003281	2007 Hamm HD130HV Roller
003282	2007 Hamm HD070V Roller
003283	2007 Hamm HD070V Roller
003286	2007 Broce RJ350 Broom
003287	2007 Broce RJ350 Broom
003288	2007 Broce RJ350 Broom
003289	2007 Ames 6000 Profiler
003305	2007 Gomaco PS2800 Belt Placer
003306	2007 Gomaco TC600 Tine Mach
003307	20007 Gomaco GHP2800 Paver
003303	2007 Dynapac CC662 Roller
003304	2007 Gomaco GT6300 Paver
003308	2007 Gomaco GT6300 Curb Machine
003310	2007 Dynapac CC102 Roller
003311	2007 Dynapac CC102 Roller
003312	2002 Cat CB-634C Compactor Roller
003313	2002 Cat CB-634C Compactor Roller
003316	2002 Dynapac CC522 Roller
003317	2002 Dynapac CC522 Roller
003318	2007 Target DGTSS4800 Saw
003320	Pilot 1 Portable Control Center
003321	2007 Gomaco CC1200 Curb Machine
003322	2007 Target FS6600 Concrete Saw
003331	2007 IR P185 Air Compressor
003332	2007 IR P185 Air Compressor
003362	2006 Cat 12H Grader
003384	2008 Roadtec Paver
003386	2008 Roadtec Shuttle Buggy
003373	2008 Borce Broom
003382	2008 Roadtec Paver
003371	Distributor
003385	2008 Roadtec Paver
003383	2008 Husqvarna Concrete Saw
003400	2009 National Crane
003391	2008 Cat Roller
003392	2008 Cat Roller
003390	2008 Cat Roller
003403	2008 Cat CB34 Roller
003412	2005 Gomaco RTP 500-NEW TRACK RUBBER
003414	1999 Roadtec Shuttle Buggy-OVERHAUL
003411	980H Wheel Loader
003409	1998 Cat 980G Loader - overhaul
003413	1999 Roadtec ShuttleBuggy-overhaul
003415	CAT 980G WHEEL LOADER - MAJOR REPAIR
003416	2008 Gomaco RTP500 Placer
003429	1998 CAT D6MXL DOZER-MAJOR REPAIR
003446	1998 Roadtec paver-OVERHAUL
003448	2009 Cat Roller
003449	2009 Cat Roller
003450	2009 Cat Roller

System #	Description
003447	1999 Cat Loader-OVERHAUL
003470	2009 Cat GenSet Generator
003461	2006 Chiefton Crusher
003462	2006 Chiefton Screening plant
003463	2006 Chiefton Stacker
003478	2010 CB54 Roller
003479	1999 Roadtec Shuttle Buggy - head OVERHAUL
003468	2010 Gomaco Paver
003481	2010 National Crane (on 132209)
003967	2010 Roadtec Shuttle Buggy
003501	2009 Powerscreen Stacker
003505	1998 Cat Loader-OVERHAUL
003482	MAJOR OVERHAUL-005 Roadtec SB2500 Shuttle Buggy
003502	2010 Cat Loader
003503	2010 Cat Loader
003489	2010 Cat Roller
003500	2010 Cat Roller
003519	2011 Roadtec Paver
004245	RCC Plant - Twin Shaft Mixer
003520	2011 Cat Vibratory Roller
003521	2011 Cat Vibratory Roller
003522	2011 Gomaco Curb Machine
003526	2008 Roadtec Paver - grade automation
003529	MAJOR OVERHAUL-2001 Roadtec SB2500 Shuttle Buggy
003528	2010 Cat GenSet Generator
003523	MAJOR OVERHAUL-2002 ROADTEC SB2500C SHUTTLE BUGGY
003530	2002 Case Backhoe
003532	2011 Husqarna Saw
003538	2012 Cat CB24 Roller
003539	2012 Cat CB24 Roller
003537	1999 Roadtec Shuttlebuggy-overhaul
003547	2011 Superior Broom
003548	2011 Superior Broom
003549	1999 Cat Loader-OVERHAUL
004246	RCC Plant - Twin Shaft Mixer
003554	2007 Cat Backhoe
003555	2007 Cat Backhoe
003552	2011 Gomaco Paver
003594	2013 Roadtec RCC Paver
003587	1997 Cat 135H Grader-MAJOR OVERHAUL
003580	2013 Sealmaster Crack Sealer
003581	2013 Sealmaster Crack Sealer
003582	2013 Sealmaster Crack Sealer
003583	2013 Sealmaster Crack Sealer
003591	2000 Shuttle Buggy-MAJOR OVERHAUL
003592	2011 Roadtec Paver
003593	2011 Roadtec Paver
003586	2002 Roadtec Shuttle Buggy MAJOR OVERHAUL
003585	1998 Roadtec SB2500 Shuttle Buggy-MAJOR OVERHAUL
003631	2002 Cat 980G Loader-entire overhaul
003630	MAJOR OVERHAUL-1999 SB2500 Shuttle Buggy

System #	Description
003627	Screed extensions on 312297
003642	Crack Pro 125 Heated Hose Machine
003632	Barrier Wall-Hayes Hill
003644	Paver-CAT AP600D
003645	Paver-CAT AP1000B
003646	Paver-CAT 1055
003647	Paver-Roadtec Shilbugy SB2500
003648	Paver-Roadtec Shilbugy SB2500
003649	Paver-Roadtec Shilbugy SB2500
003650	Paver-Roadtec Shilbugy SB2500
003651	Paver-Roadtec Shilbugy SB2500
003653	Paver-CAT AP1000D
003654	Paver-CAT AP1000D
003655	Paver-Roadtec RP195 Rubber Track Paver
003656	Paver-Vogele 5103-2 8' Wheel
003657	Paver-Vogele 5200-2 10' Track
003658	Roller-Asphalt Hamm HDO120V
003659	Roller-Asphalt CAT CB564D
003660	Roller-Asphalt CAT CB564D
003661	Roller-Asphalt CAT CB534D XW
003662	Widener-BG
003663	Widener- BG730
003666	Paver-Concrete Gomaco 6300
003667	Paver-Concrete Gomaco GT 3600
003669	Placer-Material Transfer CMI
003670	Placer-MTP 4004
003671	Placer-PS-2600
003672	Placer-Gomaco Bell RTP500
003673	Finish Machine-Bidwell
003674	Crane-Link Bell LS-138 H
003675	Crane-Rough Terrain
003676	Dozer-Komatsu D37 Ex-21
003677	Dozer-Komatsu D65EX
003678	Dozer-CAT DH6 D6HII
003679	Dozer-CAT D8R
003680	Dozer-Komatsu D39EX
003681	Dozer-Komatsu D61EX-15EO
003682	Excavator-CAT 325 BL
003684	Excavator-Komatsu PC400LC-7
003685	Excavator-Komatsu PC220LC-8
003686	Excavator-Komatsu PC400LC-6
003687	Excavator-Komatsu PC300LC-8
003688	Excavator-Komatsu PC400LC-8
003689	Excavator-Komatsu PC450LC-8
003690	Excavator-Komatsu PC450LC-8
003691	Excavator-CAT 345DL
003692	Excavator-CAT 345DL
003693	CAT 320CLU EXCAVATOR
003694	Grader-CAT 12G Laser
003695	Grader-CAT 12H Laser
003696	Grader-CAT 12H

System #	Description
003697	Grader-CAT 12H Laser
003698	Grader-CAT 12H Laser
003699	Grader-CAT 12M2
003701	Loader-980G
003702	Loader-Bobcat A300
003703	Komatsu W450
003704	Loader-CAT 966 F
003705	Loader-Komatsu WA480-6
003706	Loader-Komatsu WA250 PTL
003707	Loader-CAT 270C Skidsteer
003708	Roller-Dirt CAT 815B
003709	Roller-Dirt PS 200B
003710	Roller-CAT 815 F
003711	Tractor-John Deere 8870
003712	Pen - John Deere
003713	Tractor - John Deere
003714	Vermeer Grinder
003876	Forklift-CAT TH 103
003877	Forklift-Ingersoll Rand VR1056
003878	Forklift-Gehl DL10 2001
003879	Forklift-2002 Gehl DL 12
003880	Forklift-CAT TH560B
003881	Forklift-CAT TH560B
003882	Forklift-CAT TH460B
003883	Forklift -CAT TH943
003884	Gen. Set
003643	2000 Roadtec SB2500 Shuttle Buggy-OVERHAUL
003628	Carlson screed for 312168
003626	Crack Pro 125 Heated Hose Machine
003633	Barrier Wall-Independent Concrete Pipe
003921	Roadtec Shuttlebuggy-OVERHAUL
003960	Paver-Roadtec Shuttlebugy SB2500 - MAJOR REPAIRS
003961	Paver-Roadtec Shuttlebugy SB2500 - MAJOR REPAIRS
003962	2005 Roadtec SB2500 Shuttle Buggy - MAJOR REPAIRS
003932	2015 John Deere Profiler 6200
003935	MINNICH DRILL RIG
003934	CAT M318CH EXCAVATOR - USED
003936	CAT M318C EXCAVATOR - USED
004028	2005 INGERSOLL RAND DD90HF - ROLLER
004029	2001 INGERSOLL RAND DD130 - ROLLER
004030	2001 INGERSOLL RAND DD110HF - ROLLER
004031	1995 INGERSOLL RAND DD90 - ROLLER
004032	2003 INGERSOLL RAND DD110HF - ROLLER
004033	2003 INGERSOLL RAND DD110HF - ROLLER
004034	1998 INGERSOLL RAND DD90 - ROLLER
004035	1998 INGERSOLL RAND DD24 - ROLLER
004036	2008 CATERPILLAR AP1000D - PAVER
004037	BLAW KNOX PF5510 - PAVER
004038	2006 CATERPILLAR AP655C - PAVER (6' TRACK)
004039	2001 ROADTEC RP180-8 - PAVER
004041	2004 MIDLAND SP-8 - WIDENER

System #	Description
004042	2006 CATERPILLAR D3G-XL - DOZERS
004043	2009 JOHN DEERE 650J-XLT - DOZERS
004044	2004 JOHN DEERE 650H-XLT - DOZERS
004045	2005 TAKEUCHI TB175 - EXCAVTR
004046	2003 KOMATSU PC300LC7 - EXCAVTR
004047	2005 LINKBELT 225MSR - EXCAVTR
004048	1996 CATERPILLAR 320L - EXCAVTR
004049	1994 JOHN DEERE 510C - RUB-TIRE
004050	2000 CATERPILLAR 426CIT - RUB-TIRE (FORKS/BUCKET)
004051	2002 CATERPILLAR 420D-IT - RUB-TIRE (FORKS/BUCKET/HAMMER)
004052	2009 CATERPILLAR 420D - RUB-TIRE
004053	1995 CATERPILLAR 426B - RUB-TIRE
004054	2011 BOBCAT T650 - TRACK
004055	2011 BOBCAT T650 - TRACK
004056	2010 BOBCAT T650 - TRACK
004057	1996 CATERPILLAR 980G - LOADER
004058	2008 KOMATSU WA500-8 - LOADER
004059	2005 CATERPILLAR IT28G - LOADER (BUCKET/FORKS)
004060	2004 TAKEUCHI TL140 - TRACK
004061	1998 CATERPILLAR CP563C - ROLLER
004062	2001 INGERSOLL RAND SD70 - ROLLER
004063	2007 ROSCO 4850 - BROOM
004064	2005 BROCE RC350 - BROOM
004065	FUEL SYSTEM WITH DISPENSERS
004066	FUEL TANKS
004067	SuperPav Gyrotory Compactor
004068	Ignition Ovens
004069	Hilll Coredrill Gen water tank
004071	1997 Troxler 4140 Gyrotor Comp
004072	PQI gauges
003965	KAISER M500 AIR COMPRESSOR - ATTACHED TO 532761
003963	CAT 980G LOADER - 100% REPLACEMENT
003942	CRACKPRO - SEALMASTER CP125
003943	CRACKPRO - SEALMASTER CP125
003944	CRACKPRO - SEALMASTER CP125
003937	SWEEPER BROOM
003938	SWEEPER BROOM
003939	SWEEPER BROOM
003940	EXCAVATOR MOUNTED BREAKER
003966	2008 Roadtec Shuttle Buggle - OVERHAUL
003970	Barrier Wall - Country Materials
003971	Additional Barrier Wall-Independent Concrete Pipe
003978	2000 Roadtec SB2500 Shuttle Buggy - OVERHAUL
003959	Excavator-Komatsu PC300LC-8 - MAJOR REPAIR (HAMMER)
003480	2010 Roadtec Shuttle Buggy - MAJOR REPAIRS
003968	1999 Roadtec SB2500 Shuttle Buggy - MAJOR REPAIRS
003969	2002 Roadtec SB2500C Shuttle Buggy - OVERHAUL
003281	2007 Cat 980H Loader - MAJOR REPAIRS
004096	2011 CAT TH514 FORKLIFT (USED)
004157	HAMM HD12VV DOUBLE DRUM ROLLER
004097	2013 WHITE ROADTEC SB2500E SHUTTLEBUGGY (USED)

System #	Description
004098	2013 WHITE ROADTEC RP180E PAVER (USED)
004099	2013 WHITE ROADTEC RP180E PAVER (USED)
004100	2013 WHITE ROADTEC SB500E SHUTTLEBUGGY
004158	1999 CAT 980G LOADER (MAJOR OVERHAUL)
004159	MAJOR OVERHAUL-2001 Roadtec SB2500 Shuttle Buggy
004160	2005 Roadtec SB2500 Shuttle Buggy - MAJOR REPAIRS
004161	ROADTEC RP170 PAVER
004113	2016 SEALMASTER CP125 CRACKPRO
004114	2016 SEALMASTER CP125 CRACKPRO
004115	2016 SEALMASTER CP125 CRACKPRO
004116	2016 SEALMASTER CP125 CRACKPRO
004118	2016 SUPERIOR DT80K BROOM
004119	2016 SUPERIOR DT80K BROOM
004144	2016 CASE580 SN BACKHOE
004162	Paver-Roadtec Shuttlebugy SB2500 - MajorOverhaul
004163	HAMM HD-110VD ASPHALT ROLLER
004164	2013 CASE SR200 SKID STEER
004165	2013 CASE SR200 SKID STEER
004166	2013 CASE SR200 SKID STEER
004167	2013 CASE SR200 SKID STEER
004168	2013 CASE SR200 SKID STEER
004169	2013 CASE SR200 SKID STEER
004171	SURVEY GPS EQUIPMENT
004170	2012 CAT CB34 ROLLER
004173	2008 Roadtec Shuttle Buggle - OVERHAUL
004180	Crane-Link Belt LS-138 H (MAJOR REPAIRS)
004209	2012 CAT 279C2 SKIDSTEER
004208	USED 2007 INTERNATIONAL 4300 DUMP TRUCK
004207	USED 2007 INTERNATIONAL 4300 DUMP TRUCK
004208	USED 2007 INTERNATIONAL 4300 DUMP TRUCK
004210	1996 ETNYRE SB2500E CHIP SPREADER
004211	2017 INTERNATIONAL 4400 LUBE TRUCK
004214	2003 INTERNATIONAL 4400 4X2
004212	2005 WHITE INTERNATIONAL 9200J DUMP TRUCK
004213	2017 INTERNATIONAL 4400 LUBE TRUCK
004215	2005 Cat 980G Loader (MAJOR OVERHAUL)
004279	2017 CAT AP655F PAVER
004284	BID-WELL WORK BRIDGE (100 FT)
004267	2017 TAKEUCHI TL10CR TRACK LOADER
004268	2017 TAKEUCHI TL10CR TRACK LOADER
004280	2017 CAT AP655F PAVER
004270	2017 SEALMASTER CP125 CRACK PRO
004271	2017 SEALMASTER CP125 CRACK PRO
004273	2017 CAT AP655F PAVER
004273	2017 CASE CX80C EXCAVATOR
004274	2017 CASE CX80C EXCAVATOR
004272	2017 CASE CX145 EXCAVATOR
004278	GPS BLADE ATTACHMENT

Machinery & Equipment Total

System

Description

Vehicles

000437	1979 Dyna Weld Trailer 9 Ton
000605	1966 Bollinger Lt-2 5 Ton
000060	1987 Ford LNT 900
000066	1987 Interstate Roller Trailer 9 Ton
000081	1987 Ford F800 CAB/CHAS
000084	Tank On Truck #17303
001002	1984 Ford LN8000
001029	Warner Body #1990 F450
001078	1986 Ford LN8000
001081	1984 Ford LN8000
001098	Dump Bed #1984 LN8000 #12376
001154	Autocrane Model RBC6S-12/24
001148	1992 Ford Medium Truck, Silver
001485	1988 Intl S1700 Mechanic Truck 1988
001519	1988 Rogers Ext HFT25X204 Semi Trailer
001527	1986 Tandem Cone Trailer
001531	1974 Brown Semi Trailer Tool Storage
001646	1992 Wells Cargo Trailer
001672	1992 Rogers Trailer Model TAGW21-24-22-15
001673	1992 Wells Cargo Trailer Model TW101
001674	92-UT Utility Trailer
001676	WAG-708 Bard Wallmount Curing Trailer
001924	1987 INT'L TRI AXLE AGITOR
001706	1993 Interstate Model 18BST/S Trailer
001708	1993 Interstate Model 18BST/S Trailer
001802	34V92 14' Van Body Light Smoke Metallic on 1988 Intl
001839	1980 Utility Van Trailer
001850	1994 Interstate 12BST Trailer
001872	1994 Wells Cargo 14ft Trailer CW141
001881	1987 Hudson Trailer Tilt
001910	1994 Eager Beaver Trailer 20HALX
001911	1994 Eager Beaver Trailer 20HALX
001962	1987 Ford LN8000 Dump Truck
001963	1987 Ford LN8000 Water Truck
001964	1987 Ford LN8000 Water Truck
001965	1987 Ford LN8000 Dump Truck
001959	1995 Interstate 18BST/S Trailer
001960	1995 Interstate 18BST/S Trailer
001961	1995 Interstate 18BST/S Trailer
001974	1987 Ford LN8000 Water Truck
001975	1987 Ford LN8000 Water Truck
001976	1987 Ford LN8000 Distributor
001999	Used Etnyer Distributor
001996	Galion Dump Body
002023	1995 Speed Sceded Trailer
002053	1987 Ford LN8000 Water Truck
002054	1987 Ford LN8000 Dump
002055	1987 Ford LN8000 Flat Bed

System #	Description
002056	1987 Ford LN8000 Flat Bed
002058	1987 Ford LN8000 Flat Bed
002073	1996 Ford F250
002078	1996 Ford F350
002050	1987 INTL 2674 Water Truck
002041	1996 Ford LTS9000 Lowboy
002088	Werner Body W108MC
002100	1996 GMC TC31003
002102	1996 Eager Beaver 20XPT Trailer
002125	1995 Kenworth Tractor
002126	1972 Fontaine Trailer
002150	1986 Ford L8000 Dump
002118	1985 Kent FRPP Trailer
002159	1987 Ford LN8000 Flat Bed
002160	1987 Ford LN8000 Distributor
002161	1987 Ford LN8000 Flat Bed
002162	1987 Ford LN8000 Water Truck
002179	1990 Ford LN800
002181	1997 Wells Cargo TW101 Trailer
002186	1997 Ford F450 Pickup
002187	1997 Ford F250 Pickup
002205	1997 Ford F250 Pickup
002223	1997 Eager Beaver 20XPT Trailer
002224	1997 Eager Beaver 20XPT Trailer
002226	1997 Etnyre N50 Trailer
002333	1997 Water Tank for Ford FN8000
002334	1997 Water Tank for Ford FN8000
002336	1997 Water Tank for Ford FN8000
002240	1997 Ford F450 Pickup
002250	1997 Etnyre Distributor
002251	1988 Ford F800
002253	1988 Monon 28ft Trailer
002255	1997 Interstate 18BSVS
002256	1997 Interstate 18BSVS
002257	1997 Interstate 18BSVS
002258	1997 Interstate 18BSVS
002262	1997 Werner Body W132MC
002265	1997 Belshe GT-2 Trailer
002276	1997 Wells Cargo TW101 Trailer
002277	1997 Eager Beaver 20XPT Trailer
002280	1998 Freightliner FLD120SD Tractor
002288	1997 Wells Cargo Trailer
002306	1997 Belshe GT2 Trailer
002325	1990 Ford LN8000 Distributor
002326	1990 Ford LN8000 Water Truck
002327	1990 Ford LN8000 Dump
002328	1991 Ford LN8000 Distributor
002329	1991 Ford LN8000 Flat Bed
002330	1991 Ford LN8000 Flat Bed
002331	1991 Ford LN8000 Flat Bed
002332	1991 Ford LN8000 Distributor

System #	Description
002350	1995 Freightliner Tractor
002351	1992 Freightliner Water Truck
002368	1997 Eager Beaver 20T Trailer
002369	1997 Eager Beaver 20T Trailer
002370	1998 Int'l Boom Truck
002372	1997 Ford F350 Dump
002373	1997 Ford F350 Dump
002374	1997 Ford F250 Pickup
002405	1998 Wells Cargo TW101 Trailer
002407	1998 Wells Cargo CW122 Trailer
002408	1998 Wells Cargo CW142 Trailer
002416	1998 Ford F150 P/U
002418	1998 Ford F150 P/U
002419	1998 Ford F150 P/U
002423	1998 Ford F150 P/U
002433	1998 Belshie GT-2 Trailer
002437	BTHL Distributor Tank (used)
002438	BTHL Distributor Tank (used)
002446	1983 Kentucky Trailer 48x96
002447	1983 Kentucky Trailer 48x96
002449	1998 National 337B Crane
002450	1998 Belshie GT2 Trailer
002459	1995 Int'l 4900 w/ Lift Gate
002475	1993 Ford LN8000 Water Truck
002476	1993 Ford LN8000 Water Truck
002497	1985 Kentucky Van Trailer
002498	1984 Kentucky Van Trailer
002477	1993 Navistar S4900 Dump Truck
002478	1993 Navistar S4900 Distributor
002479	1993 Navistar S4900 Distributor
002480	1993 Navistar S4900 Water Truck
002554	1996 Freightliner Water Truck
002486	1999 Ford F250 P/U
002487	1999 Ford F250 P/U
002492	1999 Ford F250 P/U
002493	1999 Ford F450 P/U
002511	1999 Eager Beaver 20XPT Trailer
002512	1999 Eager Beaver 20XPT Trailer
002520	1999 Elnyre 50T Lowboy Trailer
002517	1999 Elnyre ET S52000 Distributor
002518	1999 Elnyre ET S2000 Distributor
002534	1999 Int'l 4900 Boom Truck
002544	1999 National 337B Crane
002569	1999 Ford F450 PU
002574	1999 1040 JMO Lab Trailer
002580	2000 Ford F450 PU
002593	2000 Ford F450 PU
002599	2000 Ford F150 PU
002607	2000 F250 Ford PU
002608	2000 F250 Ford PU
002609	2000 F250 Ford PU

System #	Description
002610	2000 F250 Ford PU
002611	2000 F150 Ford PU
002612	2000 F250 Ford PU
002589	1994 IH 4800 Distributor
002590	1995 IH 4800 Distributor
002628	2000 ETS2000 Distributor Tank
002630	2000 ETS2000 Distributor Tank
002613	1986 Utility Trailer 48x102
002652	1981 Transcraft 42ft Trailer
002654	1989 Fruehauf 45ft Flatbed
002655	1989 TMD 45ft Flatbed
002657	2000 Etyne 50Ton Trailer
002690	2001 Ford F250 PU
002691	2001 Ford F250 PU
002692	2001 Ford F250 PU
002693	2001 Ford F450 PU
002694	2001 Ford F450 PU
002703	2001 Freightliner FLD120 Tractor
002704	1995 Freightliner FL70 Box Truck
002705	1995 Freightliner FL70 Box Truck
002709	2001 Ford F250 PU
002719	2001 Interstate 18BST-S Trailer
002720	2001 Interstate 18BST-S Trailer
002721	2001 Eager Beaver 20XPT Trailer
002722	2001 Eager Beaver 20XPT Trailer
002730	2001 Ford F250 P/U
002731	2001 Ford F250 P/U
002734	2001 Eager Beaver 20XTP Trailer
002740	2001 Interstate 18BST Trailer
002741	2001 Interstate 18BST Trailer
002794	1998 IH S4900
002795	1998 IH S4900
002800	2003 Ford F250 PU
002801	2003 Ford F250 PU
002806	2003 Ford F250 PU
002807	2003 Ford F250 PU
002808	2003 Ford F250 PU
002809	2003 Ford F450 PU
002810	2003 Ford F450 PU
002814	2003 Ford F250 PU
002818	2003 Asphalt Distributor ET S2000
002819	2003 Asphalt Distributor ET S2000
002822	2003 Ford F150 P/U
002831	2003 Eager Beaver 20XPT Trailer
002897	1994 Dodge 1500 P/U
002920	1989 Mack DM690S Dump
002921	1989 Mack DM690S Dump
002922	1989 Mack DM690S
002923	1997 Mack RB688S Dump
002924	1997 Mack RB688S Dump
002933	1998 Mack CL713 Lowboy

System #	Description
002834	1988 Tymco Sweeper
002837	1978 Dyna Trailer
002838	2000 Best T24 Trailer
002839	1975 Bolinger LTD2 Trailer
002840	2000 Haulmark Trailer
002841	1975 Bolinger LT2 Trailer
002842	1965 Bolinger LT2 Trailer
002844	1978 Bolinger LT2 Trailer
002845	1978 Bolinger LTD2 Trailer
002846	2000 Best T14 Trailer
002847	2000 Best T14 Trailer
002848	1972 Mobile Office
002850	1971 Mobile Office
002851	1976 Mobile Office
003114	1990 Mack RB690S Dump
003116	1990 Mack RB690S Dump
002844	1985 Trailmobile 48ft Trailer
002845	1988 Transcraft 48ft Trailer
002846	1986 Int'l 4900
002847	1985 Int'l 4900
002863	2004 Ford F250 P/U
002864	2004 Ford F250 P/U
002865	2004 Ford F250 P/U
002866	2004 Ford F250 P/U
002867	2004 Ford F250 P/U
002852	2004 Ford F350 P/U
002855	2004 Ford F350 P/U
002857	2004 Ford F150 P/U
002860	2004 Ford F150 P/U
002869	2004 Ford F450 P/U
002853	2004 Ford F350 P/U
002868	2004 Ford F450 P/U
003078	2005 Ford F450 PU
003079	2005 Ford F450 PU
003082	2005 Ford F150 PU
003085	2002 IHC 4400 w/ Crane
003094	1998 IHC 4900 Distributor Truck
003095	1998 IHC 4900 Distributor Truck
003107	2004 Etnyre 55T Trailer
003096	1998 IHC 4900 Boom Truck
003097	2005 Ford F350 PU
003098	2005 Ford F350 PU
003103	2000 IHC 4900 Flat Bed Truck
003108	2005 Ford F450 P/U
003109	2005 Ford F450 P/U
003111	2005 Peterbuilt 379 Tractor
003112	2005 Distributor ET S2000
003113	2005 Distributor ET S2000
003116	2005 Ford F150 P/U
003117	2005 Ford F150 P/U
003118	2005 Ford F150 P/U

System #	Description
003121	2005 Ford F250 P/U
003122	2005 Ford F250 P/U
003125	1999 Intl Water Truck
003126	1999 Intl Water Truck
003146	1999 Intl Water Truck
003147	1999 Intl Dump Truck
003155	2006 Ford F150 P/U
003157	2005 Eager Beaver 20XPT Trailer
003158	2005 Eager Beaver 20XPT Trailer
003167	2006 Ford F150 P/U
003169	1999 Intl 4900 Tack Truck
003170	1999 Intl 4900 Tack Truck
003179	2006 Ford F350 P/U
003180	2006 Ford F350 P/U
003181	2006 Ford F350 P/U
003182	2006 Ford F350 P/U
003183	2006 Ford F350 P/U
003184	2006 Ford F350 P/U
003175	2006 Ford F250 P/U
003186	2006 Ford F450 P/U
003176	2006 Ford F250 P/U
003178	2006 Ford F250 P/U
003187	2006 Ford F450 P/U
003188	2006 Ford F450 P/U
003174	2006 Ford F150 P/U
003196	2006 Peterbull 379 Semi Tractor
003198	2006 Eagerbeaver 20XPT-B Trailer
003199	2006 Ford F150 P/U
003203	2006 Ford Crown Vic
003217	2006 Tack Distributor Tank
003218	2006 Tack Distributor Tank
003226	2006 Ford F150 P/U
003229	1998 IHC Boom Truck
003233	1998 Intl Flat Bed
003237	1992 Utility Trailer
003234	2006 Entyre 55T Trailer
003243	Sweeper Truck Rebuilt
003244	2007 Ford F150 P/U
003246	2006 Eager Beaver HAXL Trailer
003247	2006 Eager Beaver HAXL Trailer
003250	1987 Transcraft Trailer
003251	2006 Dodge Ram 1500
003257	2000 IH 4900 Distributor Truck
003258	2000 IH 4900 Distributor Truck
003252	1998 IH 4900 Water Truck
003255	2001 IH 4900 Water Truck
003256	2002 IH 4900 Water Truck
003260	2007 Ford F-450 P/U
003261	2007 Ford F-450 P/U
003263	2007 Ford F150 P/U
003266	2007 Ford F150 P/U

System #	Description
003271	2007 Ford F350 P/U
003272	2007 Ford F350 P/U
003273	2007 Ford F350 P/U
003274	2007 Ford F350 P/U
003276	2007 Ford F350 P/U
003277	2007 Ford F350 P/U
003282	2005 Intl Boom Truck
003269	2007 Ford F250 P/U
003270	2007 Ford F250 P/U
003279	2007 Ford F150 P/U
003280	2007 Ford E250 Van
003289	2007 Dodge Ram 2500 PU
003294	2007 Entyre Tack Tank
003295	2007 Entyre Tack Tank
003300	2000 IH 4900 Water Truck
003301	2008 Ford F450 PU
003302	2008 Ford F450 PU
003325	2007 Felling FT-121T-SP Trailer
003326	2001 Intl 4900 Water Truck
003327	2001 Intl 4900 Boom Truck
003328	2001 Intl 4900 Water Truck
003329	2001 International
003330	2001 Intl 4900 Water Truck
003364	1995 International 4700
003333	2008 Ford F150 PU
003369	2002 International 4700
003335	2008 Ford F150 PU
003337	2008 Ford pickup
003338	2008 Ford F150 PU
003340	2008 Ford F150 PU
003341	2008 Ford F150 PU
003342	2008 Chevrolet Silverado 1500
003363	2001 International 4900
003368	2001 International 4900
003365	1995 Fruehauf
003366	1996 Fruehauf
003367	1996 Fruehauf
003343	2008 Ford F-550 Chassis Cab
003344	2008 Ford F-550 Chassis Cab
003345	2008 Ford F-550 Chassis Cab
003347	2008 Ford F150 PU
003348	2008 Ford F350 Chassis Cab
003349	2008 Ford F350 Chassis Cab
003350	2008 Ford F350 Chassis Cab
003351	2008 Ford F350 Chassis Cab
003352	2008 Ford F350 Chassis Cab
003353	2008 Ford F350 Chassis Cab
003354	2008 Ford F350 Chassis Cab
003355	2008 Ford F350 Chassis Cab
003356	2008 Ford F350 Chassis Cab
003357	2008 Ford F350 Chassis Cab

System #	Description
003540	2008 FORD EDGE
003358	2008 Ford F-250 pick-up
003359	2008 Ford F-250 pick-up
003360	2008 Ford F-250 pick-up
003374	2008 Ford F-150 pick-up
003380	2008 Interstate Trailer
003381	2008 Interstate Trailer
003375	2008 Eager Beaver Trailer
003376	2008 Eager Beaver Trailer
003377	2008 Eager Beaver Trailer
003378	2008 Eager Beaver Trailer
003379	2008 Eager Beaver Trailer
003401	2009 Int'l Boom Truck
003405	2007 Etnyre Trailer
003406	2006 Etnyre Trailer
003407	2005 Etnyre Trailer
003408	1999 Transcraft Trailer
003418	2008 Ford F550 Pick up
003419	2009 Ford F350 pick-up
003420	2009 Ford F550 pick-up
003422	2009 Ford F-150 pick-up
003423	2009 Ford F-150 pick-up
003424	2009 Ford F-150 pick-up
003430	2010 Ford Taurus
003431	2010 Ford F-150 pick-up
003432	2010 Ford F-150 pick-up
003433	2010 Ford F-150 pick-up
003436	2010 Ford F-150 pick-up
003437	2010 Ford Taurus
003438	2007 Freightliner Tractor
003439	2007 Freightliner Tractor
003444	2010 Ford F-150 pick-up
003445	2010 Ford F-150 pick-up
003440	2010 Ford Taurus
003441	2010 Ford Taurus
003443	2010 Ford Taurus
003453	2010 Broom Bear Vac Truck
003458	1998 International Water Truck
003459	2006 International Form Truck
003460	2001 International Distributor
003466	2010 Ford Taurus
003471	2010 Ford F-150 pick-up truck
003472	2010 Ford F-150 pick-up truck
003473	2011 Ford F-450 pick-up truck
003474	2011 Ford Taurus
003475	2011 Ford Taurus
003476	2011 Ford Taurus
003477	2011 Ford Taurus
003480	2010 International Boom Truck
003481	2010 Ford F-150 pick-up truck
003482	2010 Ford F-150 pick-up truck

System #	Description
003484	2011 Ford Taurus
003485	2011 Ford Taurus
003488	2011 Ford Taurus
003488	2007 Peterbilt Mechanic Truck
003489	2008 Kenworth Mechanic truck
003487	2011 Ford F-250 Pick-up truck
003493	2005 Freightliner Distributor
003494	2005 Freightliner Form Truck
003495	2005 Freightliner Form Truck
003496	2011 Ford Escape
003498	2005 Freightliner Salt Spreader
003504	2011 Interstate Trailer
003510	2011 Ford F250 pick-up truck
003511	2011 Ford F250 pick-up truck
003512	2011 Ford F250 pick-up truck
003514	2011 Ford F-250 Pick-up truck
003515	2011 Ford F-250 Pick-up truck
003516	2011 Ford F-250 Pick-up truck
003517	2011 Ford F-250 Pick-up truck
004244	2011 Tailwind Cargo Trailer (RCC Plant)
003507	2011 Ford Taurus
003508	2011 Ford F-150 pick-up truck
003509	2011 Ford F-150 pick-up truck
003513	2011 Ford F-150 pick-up truck
003527	2011 Ford F-150 pick-up truck
003525	2011 Ford Escape
003533	1998 International Water Tanker
003534	2005 International 4300 Pin Truck
003531	2011 SURE-TRACK TRAILER
003546	2005 Mack Water Truck
003545	2008 Peterbilt Mechanic Truck
003544	2001 Freightliner Water Truck
003543	2012 Ford F150 pick-up truck
004086	2008 FORD F-150
004087	2008 FORD F-150
003541	2012 Ford F250 pick-up truck
003542	2012 Ford F250 pick-up truck
003550	2012 Ford F250 pick-up truck
003551	2012 Ford F250 pick-up truck
003559	2004 International Dump Truck
003560	2005 International
003561	2002 International Dump Truck
003562	2002 International Dump Truck
003572	2013 Ford F-150 pick-up
003573	2013 Ford F-150 pick-up
003574	2013 Ford F-150 pick-up
003575	2013 Ford F-150 pick-up
003576	2013 Ford F-150 pick-up
003566	2013 Ford F-150 pick-up
003567	2013 Ford F-150 pick-up
003568	2013 Ford F-150 pick-up

System #	Description
003568	2013 Ford F-150 pick-up
003570	2013 Ford F-150 pick-up
003571	2013 Ford Edge SE
003578	2012 Talbert trailer
003577	2002 International Dump Truck
003578	2002 International Water Truck
003584	2008 International
003585	2004 Stroughton Drop Deck trailer
003586	2004 Stroughton Drop Deck trailer
003587	2004 Stroughton Drop Deck trailer
003588	2008 GMC Sierra 1500 pick-up truck
003600	2014 Ford F150 XLT pick-up truck
003589	2014 Toyota Tundra
003601	2005 International Water Truck
003604	2014 Freightliner mechanic truck
003605	2014 Freightliner mechanic truck
003607	2011 Chevy Silverado 1500
003608	2014 Ford F550 XLT pick-up truck
003609	2014 Ford F550 XLT pick-up truck
003610	2014 Ford F150 pick-up truck
003611	2014 Ford F150 pick-up truck
003613	2014 Ford F150 pick-up truck
003612	2014 Ford F150 pick-up truck
003614	2014 Ford F150 pick-up truck
003615	2014 Ford F150 pick-up truck
003616	2014 Ford F150 pick-up truck
003617	2014 Ford F150 pick-up truck
003618	2014 Ford F150 pick-up truck
003619	2014 Ford F150 pick-up truck
003620	2014 Ford F150 pick-up truck
003621	2014 Ford F150 pick-up truck
003622	2014 Ford F150 pick-up truck
003623	2011 Chevy Silverado 1500
003715	Distrib-KI Ford
003716	Distrib-Kodlak Etnyre 94
003717	Distrib- 2005
003718	Distrib-Ford Etnyre F700
003719	Distrib-Etnyre
003720	Distrib-Intl Etnyre
003723	Water Truck-Intl 1988
003725	Water Truck-GMC 91 Top Kick
003726	Water Truck-Ford F700
003727	Water Truck-GMC 1991
003733	Water Truck-Intl S1700
003735	Water Truck-Triaxle
003737	Water Truck Hydroforce
003738	Pickup-Ford F-150 1997
003746	Pickup-06 Chevy Silverado 1500
003750	Pickup-Chevy C24 1995
003751	Pickup-Chevy 1500
003756	2007 CHEVROLET

System #	Description
003757	2007 CHEVY
003759	2005 FORD F650
003760	2007 Chevy Silverado 3500
003763	2007 Chevy 3500
003764	Van - Ford E350 15 Passenger
003767	Pickup-06 GMC Sierra
003769	Pickup-10 Ford F150 4X2 Red
003770	Pickup-10 Ford F250 White
003771	Pickup-Ford F250 White
003772	Pickup-05 Ford F250
003774	Pickup-2005 Ford F250
003776	Pickup-08 Ford F250
003777	Pickup-07 Ford F250
003778	Pickup-07 Chevy 2500
003779	Pickup-08 Chevy Silverado 1500
003781	Pickup-06 Ford F150
003782	Pickup-06 Ford F250
003783	Pickup-05 Ford F250 4X4
003784	2007 SERVICE TRUCK
003785	SERVICE TRUCK
003786	SERVICE TRUCK
003789	SERVICE TRUCK
003790	SERVICE TRUCK
003791	SERVICE TRUCK
003793	SERVICE TRUCK
003794	SERVICE TRUCK
003795	1999 Freightliner Service Truck
003796	Pickup-2008 Ford F450
003798	Service Truck-1997 Ford F800
003799	Pickup-06 Ford F350
003800	Pickup-08 Ford F350
003801	Trailer-Lone Wolf 16ft
003802	Trailer-Lone Wolf 16ft
003804	Trailer-Lone Wolf 16ft
003805	Trailer-Gooseneck Trailer
003806	Trailer-Lone Wolf 16ft
003807	Trailer-Lone Wolf 16ft
003808	Trailer- C& W 16ft
003809	Trailer - Asphalt Hot Box
003810	Trailer-Lone Wolf 16ft
003811	2002 Trailer-BBT- 2AXL
003812	Trailer-Wellscargo
003813	Trailer-Lone Wolf 16ft
003815	Trailer- LoadKing
003816	Trailer-Lone Wolf
003817	Trailer-Lone Wolf
003818	2003 Trailer-TST 1AXL
003820	Gooseneck Flatbed Trailer
003821	Trailer- Lone Wolf 16ft
003822	Trailer-Goldstar 2005
003823	Trailer-Bartow 16' 2 Axle

System #	Description
003824	Trailer-16ft x 6ft
003825	Trailer-16ft x 6ft
003828	Trailer- Kim Wiseman
003828	2000 Trailer-C&W 16ft
003829	Trailer-Bridge Yard
003830	Trailer-Wells Cargo
003831	Trailer Test K&I
003832	Trailer-Wells Cargo
003834	Trailer-UTD R.Brown
003835	Trailer-Titan 2004 (B yard)
003836	Trailer-Barlow 16' 2-Axle
003838	Trailer-Barlow 10' Utility
003839	Trailer-Hawklne Utility
003840	Trailer-PJ CC182
003841	Trailer-Big Lug Low Pro Flat
003842	Trailer-PJ Carhauler
003843	Trailer - 18' Lawrimore
003844	Trailer - 20' Lawrimore
003845	Trailer-PJ Gooseneck
003846	Trailer Protoligraph (LAB)
003847	IN
003848	Trailer-Roll Rite 40' Gooseneck Trailer
003850	Trailer-CGX 68SA P/B
003851	Trailer-Royal RST8X16 Cargo Trailer
003853	Trailer Bobcat
003854	Trailer-12T (Naugle)
003855	Trailer-Bidwell -King American
003856	Trailer-Lone Wolf
003857	Trailer-99CTLC
003858	Trailer-Royal Box Trailer
003860	Misc-Intl 1754 Flatbed
003861	Misc-Intl 1754 Flatbed 1989
003862	2008 INTERNATIONAL 4400
003863	Misc-Intl 1754 Flatbed Dump
003864	2012 Ford F-550 Flatbed
003866	Misc-Chevy 1 Ton Flatbed
003867	Misc-2006 Ford F350 Flatbed White
003868	Ford F450 Dump Truck
003869	08 Ford F350
003870	2000 Tri-Axle
003873	Truck-2010 Nissan Armada
003886	2004 Trailer-Jerry 16ft
003887	Trailer-10 ft Utility Trailer
003888	Trailer-Intl Flat Bed (Gator)
003889	2004 Van Survey Chevy G25
003890	2001 Ford Van Survey NE24
003892	2004 Van Survey Chevy
003894	2005 Chevy Van Survey G25
003895	2008 Ford Survey Van E250
003896	2006 Ford E250 Van Survey
003897	2010 Ford E250 Survey Van

System #	Description
003888	2007 Ford E250 Survey Van
003624	2014 Ford F150 pick-up truck
003803	2014 Ford F150 XLT pick-up truck
003606	2013 Chevy Silverado 1500
003625	2014 Ford F150 pick-up truck
003828	2008 Int'l 6800 Water Truck
003883	2007 Chevy Silverado
003884	2007 Chevy Silverado
003885	2002 Dodge Ram
003922	2014 Ford F150
003920	2014 Ford F150 XLT Pick-up
003923	2014 Ford F150 XLT
003924	2014 Ford F150 XL
003925	2014 Ford F150 XLT
003926	2014 Ford F150 XLT
003928	2015 Freightliner M2
003929	2015 Freightliner M2
003930	2015 Freightliner M2
003931	2015 Freightliner M2
003927	2014 Ford F150 XLT
003933	2015 Dollie 700 GVW Tandem Axle Trailer
003941	2015 FORD F250 XL
003945	2015 FORD F250 XL
003946	2015 FORD F250 XL
003947	2015 FORD F250 XL
003948	2015 FORD F250 XL
003986	2008 SILVER CHEVY HHR
003989	2008 SILVER CHEVY HHR-LS
003993	2008 SILVER CHEVY HHR-LS
003994	2012 WHITE CHEVY CRUZE
003995	2003 RED DODGE RAM 2500 (DIESEL/MANUAL)
003996	2007 RED CHEVY K2500HD (4x4)
003997	2008 RED CHEVY C1500
003998	2008 RED CHEVY C2500HD
003999	2008 WHITE FORD F250
004000	2008 WHITE FORD F150
004001	2008 RED DODGE RAM 3500 (UTILITY BED/ FUEL TANK)
004002	2009 WHITE CHEVY C2500HD
004003	2010 RED CHEVY K2500HD (4x4)
004004	2010 WHITE CHEVY C1500 (no tailgate)
004005	2010 RED CHEVY K2500 (4x4)
004006	2010 RED CHEVY C1500-EX
004007	2008 WHITE CHEVY C3500HD (UTILITY BED/ FUEL TANK)
004008	2011 RED CHEVY C1500 (4x4)
004009	2012 RED CHEVY C1500 (4x4)
004010	1999 WHITE FORD F450 - SGL AXLE (Flat bed)
004011	2007 WHITE FORD F650 - SGL AXLE (w/SUMMIT TRUCK CRANE & MECHANICS BODY)
004012	2005 SILVER I.H.C. 4300 - SGL AXLE (w/TIGER TRUCK CRANE & MECHANICS BODY)
004013	2004 RED FORD F-750 - SGL AXLE (LUBE TRUCK & ACCESSORIES)
004014	2000 WHITE I.H.C. 4700 - SGL AXLE (LUBE TRUCK & ACCESSORIES)
004015	2007 WHITE FORD F550 - SGL AXLE (MECH)

System #	Description
004016	2007 WHITE I.H.C. 7300 - SGL AXLE (DISTRIBUTOR)
004017	1995 WHITE CHEVY KODIAK - SGL AXLE (DISTRIBUTOR)
004018	1993 RED I.H.C. 4900 - SGL AXLE (DISTRIBUTOR)
004019	2006 WHITE I.H.C. 4300 - SGL AXLE (Flat bed/ BOXES/FUEL TANK)
004020	2004 BLACK MACK CV713 - TANDOM (WATER/FUEL TRUCK)
004021	2004 BLACK MACK CV713 - TANDOM (WATER/FUEL TRUCK)
004022	1993 WHITE MACK CH613 - SEMI TRK
004023	1995 BLACK TRAIL KING DROPDECK - DROPDECK
004024	2011 RED STEALTH INTRUDER - BOX
004025	2010 BLACK BELSHE T14-2EP - TANDOM
004026	2002 BLACK MAY 16 FT - TANDOM
004027	2010 BLACK CORN-PRO 16+5-7K - TANDOM
004070	QCCA Parts trailer
003949	2015 FORD F150
003950	2007 INTL 4400 FORM TRUCK - USED
003951	2007 INTL 4400 FORM TRUCK - USED
003952	2007 INTL 4400 WATER TRUCK - USED
003953	2007 INTL 4400 WATER TRUCK - USED
003954	2007 INTL 4400 WATER TRUCK - USED
003955	2007 INTL 4400 WATER TRUCK - USED
003956	2007 INTL 4400 WATER TRUCK - USED
003957	2015 FORD F550
003958	2015 FORD F550
004101	1998 GREAT DANE BLACK EXTENDABLE FLATBED TRAILER (USED)
004102	1998 GREAT DANE BLACK EXTENDABLE FLATBED TRAILER (USED)
004103	1998 GREAT DANE BLACK EXTENDABLE FLATBED TRAILER (USED)
004094	INTERNATIONAL WATER TRUCK (USED)
004095	INTERNATIONAL WATER TRUCK (USED)
004146	2004 WHITE INTERNATIONAL 4300 SBA
004134	2016 GRAY DODGE RAM 1500
004135	2016 WHITE FORD F250
004136	2016 WHITE FORD F250
004137	2016 WHITE FORD F250
004138	2016 WHITE FORD F250
004139	2016 WHITE FORD F250
004140	2016 WHITE FORD F250
004141	2016 WHITE FORD F250
004142	2016 WHITE FORD F250
004143	2016 WHITE FORD F250
004130	2016 WHITE FREIGHTLINER M2 MECHANICS TRUCK
004131	2016 WHITE FREIGHTLINER M2 MECHANICS TRUCK
004132	2016 WHITE FREIGHTLINER M2 MECHANICS TRUCK
004121	2016 SILVER FORD F150
004122	2016 GRAY FORD F150
004123	2016 GREEN FORD F150
004124	2016 SILVER FORD F150
004125	2016 WHITE FORD F150
004126	2016 GRAY FORD F150
004145	UPGRADE PROFILOGRAPH VAN TO IRI HARDWARE & SOFTWARE
004120	2004 WHITE THOMAS BUS
004117	2016 GRAY FORD F150 XLT

System #	Description
004127	2016 WHITE FORD F550
004128	2016 BLACK FORD F150
004129	2016 FORD F150
004156	2016 BRONZE FORD F150
004104	2016 WHITE FORD F150 XLT
004105	2016 GRAY FORD F150 XLT
004106	2016 GRAY FORD F150 XLT
004107	2016 BROWN FORD F150 XLT
004108	2016 BROWN FORD F150 XLT
004109	2016 WHITE FORD F150 XLT
004111	2016 WHITE FORD F150 XLT
004112	2016 WHITE FORD F150 XLT
004110	2016 WHITE FORD F150
004133	2016 WHITE FORD F250
004172	2016 WHITE FORD F250
004174	2016 SILVER INTERSTATE 40DLA TAG TRAILER
004175	2016 SILVER INTERSTATE 40DLA TAG TRAILER
004176	2007 WHITE FREIGHTLINER M2 WATER TRUCK
004177	2005 WHITE FREIGHTLINER M2 DUMP TRUCK
004178	2007 WHITE FREIGHTLINER M2 DUMP TRUCK
004179	2007 WHITE IHC WATER TRUCK
004203	2016 VORTEQ VTQ-TL3 CRASH ATTENUATOR
004204	2016 VORTEQ VTQ-TL3 CRASH ATTENUATOR
004283	ENGINE REBUILD - 06 PETERBILT 379 SEMI TRACTOR
004202	Distrib- 2005 (MAJOR REPAIRS)
004187	2017 WHITE FORD F250
004188	2017 WHITE FORD F250
004189	2017 WHITE FORD F250
004190	2017 WHITE FORD F250
004191	2017 WHITE FORD F250
004192	2017 WHITE FORD F250
004193	2017 FORD F350 - WHITE
004194	2017 FORD F250 4X4 - WHITE
004195	2017 FORD F250 4X4 - WHITE
004196	2017 WHITE FORD F250 4X4
004197	2017 FORD F250 4X4 - WHITE
004198	2017 FORD F250 4X4 - WHITE
004199	2017 FORD F250 4X4 - WHITE
004200	2017 FORD F250 4X4 - WHITE
004201	2017 FORD F250 4X4 - WHITE
004216	2017 INTERSTATE 40DLA TRAILER
004217	2017 INTERSTATE 40DLA TRAILER
004218	2017 INTERSTATE 40DLA TRAILER
004219	2017 WHITE FORD F350
004220	2017 WHITE FORD F150 XLT
004222	2017 WHITE FORD F150 XLT
004221	2017 WHITE FORD F150 XLT
004223	2017 WHITE FORD F150 XLT
004224	2017 WHITE FORD F550
004229	2017 WHITE FORD F150 XL-CORE TRUCK
004230	2017WHITE FORD F150 XL CORE TRUCK

System #	Description
004225	2017 WHITE FORD F150 XLT
004226	2017 WHITE FORD F150 XLT
004227	2017 WHITE FORD F150 XLT
004228	2017 WHITE FORD F150 XLT
004231	1999 KENTUCKY FURN VAN
004232	2017 BLACK BIG TEX 140A-16 TRAILER
004233	2017 BLACK BIG TEX 140A-16 TRAILER
004234	2017 BLACK BIG TEX 140A-16 TRAILER
004235	2017 BLACK BIG TEX 140A-16 TRAILER
004236	2017 BLACK BIG TEX 140A-16 TRAILER
004237	2017 BLACK BIG TEX 140A-16 TRAILER
004251	2017 BLACK BIG TEX 10FT-16 TRAILER
004252	2017 BLACK BIG TEX 10FT-16 TRAILER
004253	2017 BLACK BIG TEX 10FT-16 TRAILER
004254	2017 BLACK BIG TEX 10FT-16 TRAILER
004255	2017 BLACK BIG TEX 10FT-16 TRAILER
004256	2017 BLACK BIG TEX 10FT-16 TRAILER
004257	2017 BLACK BIG TEX 10FT-16 TRAILER
004258	2017 BLACK BIG TEX 10FT-16 TRAILER
004259	2017 BLACK BIG TEX 10FT-16 TRAILER
004260	2017 BLACK BIG TEX 10FT-16 TRAILER
004261	2017 BLACK BIG TEX 10FT-16 TRAILER
004262	2017 BLACK BIG TEX 10FT-16 TRAILER
004263	2017 BLACK BIG TEX 10FT-16 TRAILER
004264	2017 BLACK BIG TEX 10FT-16 TRAILER
004265	2017 BLACK BIG TEX 10FT-16 TRAILER
004266	2017 BLACK BIG TEX 10FT-16 TRAILER
004275	2018 PETERBILT 567 TRACTOR
004276	2018 PETERBILT 567 TRACTOR
004238	2017 Ford F150
004239	2017 FORD F150XLT
004240	2017 FORD F150XLT
004241	2017 FORD F150XLT
004242	2017 FORD F150XLT
004243	2017 FORD F150XLT
004247	2017 FORD F150XLT
004269	2007 TYMCO 600 VAC TRUCK
004248	2017 FORD F550
004249	2017 FORD F250
004250	2018 FORD F150XLT

Total Vehicles

CONSTRUCTION EQUIPMENT TOTAL



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

This partnership is with Three Flock Farm, doing business as the Plant Truck Project, to use an underutilized portion of the Garden at Will Detmer Park to grow and provide free produce and garden education opportunities for Monroe County community members in need as well as current Will Detmer Garden renters. Three Flock Farm is owned by one of the Plant Truck Project's founding members.

The Plant Truck Project's mission is to make plants, seeds, medicines, and healthy foods accessible to communities in the area that have, historically, been denied access to fresh produce and land.

In addition to providing free produce for the community, the Plant Truck Project will assist MCPR in facilitating garden programs throughout the year, serve as on-site support for garden renters, and communicate facility issues/concerns with the Department.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

John Robertson
Autumn Brunelle

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Agreement for Professional Services

This is an Agreement made between Three Flock Farm, doing business as the "Plant Truck Project" ("Contractor") and the Monroe County Parks Board and the Monroe County Board of Commissioners (collectively, "Monroe County"). Contractor and County mutually agree as follows:

The terms of the Agreement allow Contractor to utilize a part of the County's Detmer Park for farming, which will enhance the soil and provide benefits to Monroe County constituents, as described below. The following terms shall apply:

1. **Scope of Project.** Monroe County wishes to allow Contractor to farm certain parts of Detmer Park, as depicted in the attached map, which is marked as "Exhibit A", incorporated herein, and is made a part of this Agreement. The Parks Department and Contractor have negotiated Responsibilities and Terms which they wish to govern during the term of this Agreement. Those Responsibilities and Terms are listed in "Exhibit B", which is incorporated herein and made a part of this Agreement.
2. **Term.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on or before December 31, 2021, unless otherwise extended by mutual agreement. Details in Exhibit A shall govern the performance of all work under this Agreement. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
3. **Insurance and Indemnity.** Contractor shall provide proof of general liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for all those invited by Contractor to Detmer Park as well as for its employees, agents, volunteers, and anyone working under their direct or indirect supervision. Monroe County shall be named as an additional insured under said policy. Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
4. **Worker's Compensation.** To the extent required by law, Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to Monroe County before commencement of work on the Agreement.
5. **Non-discrimination.** Contractor is aware of Monroe County's policy prohibiting harassment of any kind. If Contractor becomes aware of any harassment, Contractor shall immediately report harassment to the Monroe County Legal Department. In the performance of work under this Agreement, it is agreed that Contractor, any of 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 their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.
6. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - o Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
 - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

7. **Independent Contractor.** It is fully understood and agreed that Contractor and its employees are serving as independent contractors and are not employed by Monroe County. As such the parties agree to the following:
- Contractor is NOT performing this work under the supervision or direction of Monroe County.
 - Contractor shall use non-County materials and equipment to perform this work and to develop and duplicate any and all materials.
 - Contractor shall have exclusive control over the means, methods and details of fulfilling the obligations under this Agreement. Contractor is not to receive direction or supervision from any Monroe County employee or representative. Monroe County will provide feedback to and review any drafts submitted by Contractor.
 - Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of Monroe County for any purpose.
 - Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws, as required by law.
8. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
9. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
10. **Notices.** Any notices required shall be submitted to the Contractor by email as follows: Lauren McCalister, planttruckproject@gmail.com. Notices to the County shall be submitted to the Monroe County Parks Department, care of Autumn Brunelle @abrunelle@co.monroe.in.us.

IN WITNESS WHEREOF, Contractor and Monroe County have executed this Agreement as dated below and, if executed in two counterparts, each shall be deemed an original.

Plant Truck Project


By: Lauren McCalister

Date: 3-18-21

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2021, pursuant to Monroe County Code Chapter 266-5.

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Member

Penny Githens, Member

ATTEST:

Catherine Smith, Auditor

Exhibit A

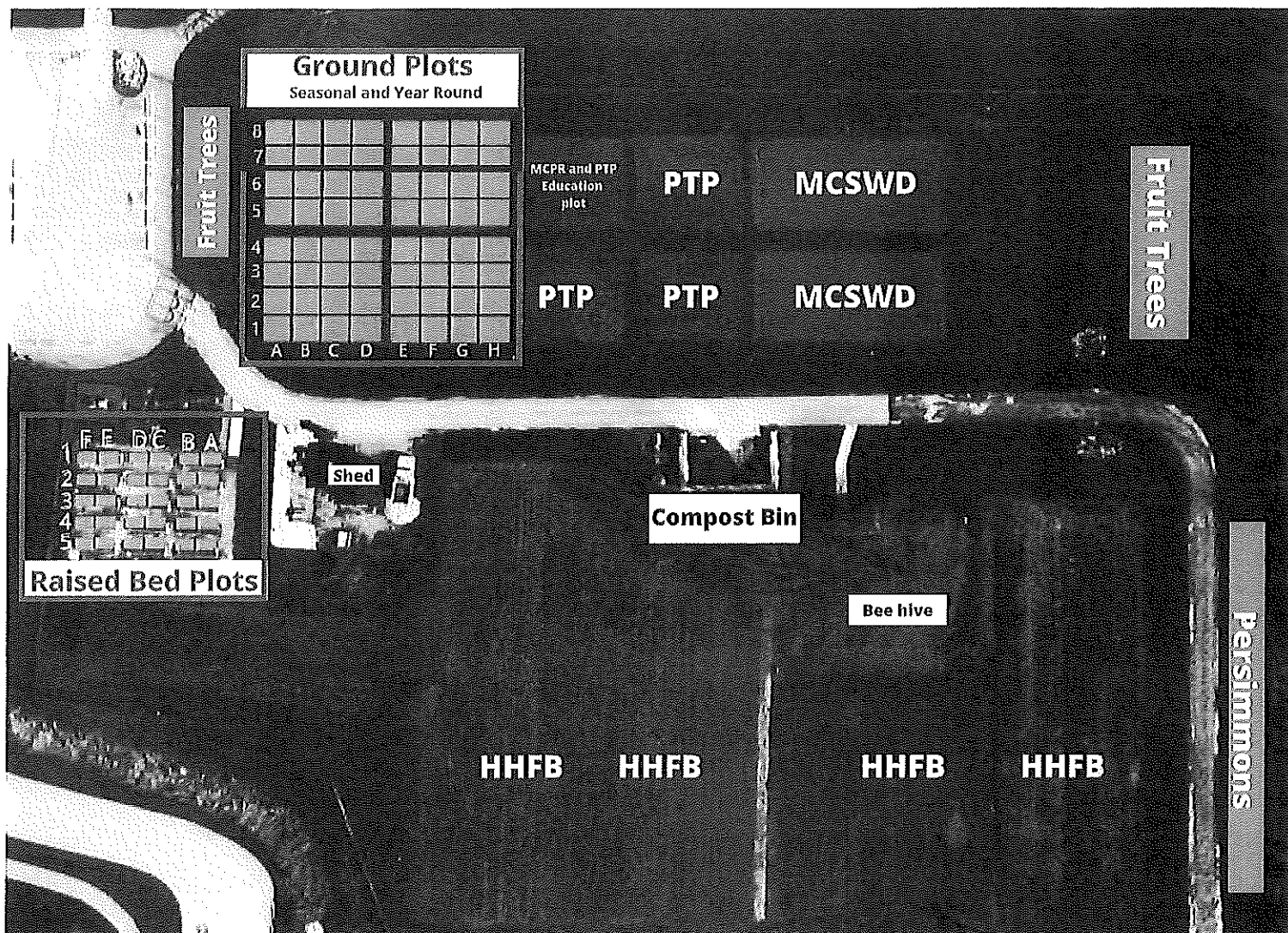


Exhibit B: Responsibilities and Additional Terms

RESPONSIBILITIES:

- **Communication**
 - a. Email is the primary method of communication for updates, meetings, and other community related information throughout the agreement.
 - b. Contractor and the County will both keep contact information and email current. Contact will be made with any changes within one week of change.
 - c. Any property needs, equipment requests, or maintenance questions may be communicated with the on-site Will Detmer Park Supervisor but should be sent to the Monroe County Parks Department at earliest convenience.
- **Participant/Volunteers**
 - a. Contractor will maintain a participant and volunteer list and communicate updates in a timely manner to the Monroe County Parks Department.
 - b. Detmer Park will be accessible during garden hours from dawn to dusk. *Please note that the park may be closed earlier in the day during the winter months due to shorter days.*
- **Contractor's Duties**
 - a. Follow organic gardening guidelines and NO till procedures;
 - b. Design and maintain garden layout, seed & plant choice, pest control, mulching, watering, planting and harvesting specified plots;
 - c. Recruit, train and collaborate with PTP volunteers;
 - d. Act as garden steward by reporting equipment concerns or garden maintenance needs. Any immediate maintenance needs may be reported to the Will Detmer Park Supervisor;
 - e. Ensure that all WDG regulations are observed and practiced by volunteers;
 - f. Assist in educational garden opportunities;
 - g. Pay for their "fair share" of water, as determined by the County;
 - h. Grow produce that will be distributed for free to the public.
- **County's Duties**
 - a. Provide any gardening guidelines and garden regulations;
 - b. Reserve a specified number of garden plots of use by PTP;
 - c. Serve as communication contact between MCPR, PTP, and community garden renters;
 - d. Assist in collaborative program development or programming needs;
 - e. To calculate water charges for Contractor using reasonable methods.

ADDITIONAL TERMS:

- **Restorative Termination:**

The parties may terminate this Working Agreement prior to end of term by mutual written agreement, as mentioned in Paragraph 2. In the event of breach of the Working Agreement, the non-breaching party shall serve written notice of the breach to the other party in a timely manner and transformative/restorative justice practices will be initiated.

- **Conflict and Abuse:**

The parties agree to the following values governing instances of conflict within the terms of this working agreement:

1. Use non-violent communication methods to address harm and accusations of harm.
2. Use justice processes that do not involve police or prisons, first, and whenever possible.
3. In cases of abuse and/or structural power imbalances, allow survivors to guide justice processes.
4. Work to embody and employ community accountability as defined below, as well as community-based intervention values as defined in Creative Interventions Toolkit: A Practical Guide to Stop Interpersonal Violence, Section 2 page

13. Briefly, these values are: creativity, collectivity, holism, safety, risk-taking, accountability, transformation, flexibility, patience, building on what we know, sustainability, and regeneration.

Accountability is the ability to recognize, end and take responsibility for violence. We usually think of the person doing harm as the one to be accountable for violence. Community accountability also means that communities are accountable for sometimes ignoring, minimizing or even encouraging violence. Communities must also recognize, end and take responsibility for violence – by becoming more knowledgeable, skillful and willing to take action to intervene in violence and to support social norms and conditions that prevent violence from happening in the first place. --
Creative Interventions Toolkit, A Practical Guide to Stop Interpersonal Violence, Section 2 page 6

5. Initiate conflict transformation processes within two weeks of an issue being raised.

6. Follow transformative/restorative justice values when accused of harm, as listed by the Anti-Oppressive Resources and Training Alliance (AORTA, "Tips for Naming, Intervening, and Addressing Systemic Power")

7. The parties agree to use the following transformative/restorative justice process if desired by the non-breaching party:

Restorative Justice Process

a. The breaching party will then need to be contacted, to see if they are willing to take part in a transformative/restorative justice process.

b. Restorative Justice can only go ahead if both the non-breaching party and the breaching party are happy to take part. A trained Restorative Justice Facilitator determined by agreement of both parties will meet the non-breaching party to hear about the impact of the breach, and discuss what they would like to say to the breaching party.

c. Both parties can nominate people to support them at the RJ conference, such as a friend or a professional.

d. The RJ conference seeks to repair the relationship between parties and create an environment for healing regardless of the outcome of the relationship.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The Monroe Circuit Court received grant funding to implement the Juvenile Detention Alternatives Initiative (JDAI) in Monroe County for the 2021-22 grant year. The Annie E. Casey Foundation's Juvenile Detention Alternatives Initiative is a bipartisan movement for juvenile justice reinvestment. The initiative involves the reallocation of government resources away from mass incarceration and toward investment in youth, families, and communities. For over 20 years, the Annie E. Casey Foundation's Juvenile Detention Alternatives Initiative (JDAI) has proven that the juvenile justice system's dual goals of promoting positive youth development and enhancing public safety are not in conflict and can be greatly strengthened by eliminating unnecessary or inappropriate confinement. As a JDAI site, the Monroe Circuit Court will pursue eight core strategies to accomplish this objective. This request is to ratify the contract for funding the coordination and implementation of creating alternatives to securely detaining youth using 100% GRANT FUNDING.

Fund Name(s):

JDAI Coordination
JDAI Programming

Fund Number(s):

9143
9145

Amount(s)

\$10,000.00
\$45,000.00

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Christine McAfee
Jeff Hartman

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

Non-federal grant (state)

Request completed by:

Troy Hatfield, DCPO

This document is to be submitted no later than the Friday at noon prior to the requested meeting 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

GRANT AGREEMENT

Contract #000000000000000000051944

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

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of **\$55,000.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § **11-12-2-1** establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

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

CFDA # _____

If State Funds: Program Title: **Juvenile Detention Alternatives Initiative**

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a **monthly** basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on **July 1, 2021** and shall remain in effect through **June 30, 2022, which is the date the grant performance must be completed.** Unless otherwise provided herein, it may be extended upon the written agreement of the parties and **may include additional grant awards, all to be in conformance with IC 5-22-17-4** as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of **\$55,000.00**. The approved Project Budget is set forth as **Exhibit A** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the State within **fifteen (15)** calendar days following the end of the **month** in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than **fifteen (15)** calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within **fifteen (15)** calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a [monthly or semi-monthly basis] only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after

it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

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

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

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit B** (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate

this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1)The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2)The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

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

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

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

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

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

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

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

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

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

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

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

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

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

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

A. Notices to the State shall be sent to:

Danielle Zagone
302 West Washington Street
Room E334
Indianapolis, IN 46204

E-mail: dzagone@idoc.in.gov

B. Notices to the Grantee shall be sent to:

Catherine Smith
100 West Kirkwood Avenue
Bloomington, IN 47404

E-mail: csmith@co.monroe.in.us

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

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

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

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will

not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

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

24. Federal and State Third-Party Contract Provisions. If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Exhibit(s) N/A** and incorporated fully herein.

25. Provision Applicable to Grants with tax-funded State Educational Institutions:
"Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

26. The Grantee agrees to comply with the Special Conditions outlined below:

I Juvenile Detention Alternatives Initiative (JDAI) Sites:

Grantee has been identified as an official JDAI site by the state of Indiana and agrees to establish and maintain a Juvenile Detention Alternatives (JDAI) Local Collaborative, pursuant to this Grant Agreement and shall:

- a. observe and coordinate the operation of juvenile detention alternative initiative (JDAI) programs in the county;
- b. reallocate cost savings realized from JDAI back into detention alternative programs and to the local JDA ;
- c. report juvenile arrest data into the Uniform Crime Reporting (UCR) Program, per Indiana Code 5-2-6-10.6;
- d. certify appropriate staff in the administration of the Indiana Youth Assessment System (IYAS) and complete the "detention screening tool" on all youth at the point of intake. This will serve as the primary intake screening tool and the secondary arrest data metric;
- e. develop and use a Detention Risk Assessment Instrument (DRAI)
- f. establish a full-time equivalent JDAI Coordinator;
- g. implement and maintain fidelity to the Annie E. Casey Foundation's, Juvenile Detention Alternatives Initiative (JDAI) Model;
- h. participate in a juvenile justice Systems Assessment developed by the Annie E. Casey Foundation;
- i. develop and implement a local JDAI Work Plan, using information obtained from the Systems Assessment;
- j. conduct a Conditions of Confinement, Self Assessment of the local secure detention facility, if applicable;
- k. place detained youth in secure and/or non-secure facilities that operate within their rated bed capacity;
- l. identify an expert to assist with the jurisdiction's data collection and analysis;
- m. attend state-level JDAI steering committee and workgroup meetings, trainings, and site visits.

II Juvenile Detention Alternatives Initiative (JDAI) Model

Grantee agrees to maintain fidelity to the Annie E. Casey Foundation's, Juvenile Detention Alternatives Initiative (JDAI) Model, located at <http://www.aecf.org/work/juvenile-justice/jdai/> The Department will notify all grantees of changes or revisions to the JDAI Model. Grantees shall

have thirty (30) days from the date of notification is issued to review and comply with said changes. If compliance with the JDAI Model revisions will require longer than the allotted period, grantees must submit a reasonable plan for compliance to the Department no later than thirty (30) days following the notification of revisions.

Counties receiving initial funding to support the implementation of the Juvenile Detention Alternatives Initiative (JDAI) will have four (4) years from the start of this Grant Agreement to fully implement and reach compliance with the JDAI Milestones. During that time, grantees will have access to technical assistance from Indiana Department of Correction, Division of Youth Services staff to help them attain compliance and/or develop plans for attaining compliance.

III Reporting

Grantee agrees to submit progress reports, monthly financial reports, and other reports to Department in accordance with Department procedures, rules and regulations and in precise formats and timeframes prescribed by Department. Agencies that submit incomplete data, data in the wrong format, or who do not submit data by the stated deadlines will be subject to holds on their funding until such issues are rectified.

Grantee agrees to furnish Department with an annual report which shall contain an evaluation of the activities of the program, recommendations for improvement, modification, or discontinuance of the program or such other data which Department might reasonably require. The annual report shall be submitted to the Department no later than sixty (60) days following the end of the State's fiscal year.

IV Funding

The Department may authorize, in advance, the transfer or re-allocation of funds pursuant to written procedures established by the Department if such changes are determined by the Department to be in the best interests of the Project.

If Grantee is recipient of a Community Corrections Grant from Department for the next grant cycle, in lieu of returning unexpended funds to the State at the end of the project a sum equal to such funds not expended or encumbered from this grant may be subtracted from the new grant and the funds remaining with Grantee may be used in furtherance thereof.

V Accounting: Non Co-Mingling of Funds

Grantee shall establish a separate fund to be known as the "Juvenile Detention Alternatives Initiative (JDAI) Grant Fund" for the purpose of receiving and disbursing funds pursuant to this Grant Agreement. This fund shall be used only for funds received pursuant to this Grant Agreement and shall not be co-mingled with any other funds received by the County. Disbursement records shall be kept in a manner prescribed by the Department and the State Board of Accounts and shall be available to the Department and/or the State Board of Accounts upon request.

VI Accounting: Maintenance of Records

The Grantee agrees to maintain records and accounts consistent with accounting principles as prescribed by the State Board of Accounts and the Department. The Grantee additionally agrees to provide for such fiscal control as is necessary to assure proper disbursing of, and accounting for, Project grant funds.

Grantee agrees to establish and maintain within the agency responsible for program implementation a daily ledger in such form as approved by the State Board of Accounts. Said daily ledger shall include receipts, expenditures and balances by category and line item corresponding to the budget of the approved application for funds. Such a ledger shall be in addition to, and not a substitute for, any and all fiscal and other records of the Auditor of County. Further, said ledger shall be used to account for funds regardless of source (state grant, program user fees, etc.).

VII Audits

Accounts and supporting documentation relating to expenditures will be adequate to permit an accurate and expeditious audit. Grantee agrees to allow upon request, audits by the State Board of Accounts or the Department. Such audits will be performed in accordance with compliance guidelines established by the State Board of Accounts and the Department.

VIII Payments

The grant shall be divided by the number of months in the grant period. Said funds shall be paid monthly in arrears as soon as the regular fiscal procedures of the State of Indiana shall permit. The Department may not advance more than twenty-five percent (25%) of the amount of the grant. The Department shall only distribute those funds necessary to fund the Juvenile Detention Alternatives Initiative (JDAI) work plan.

All claims for payment hereunder must be certified to the Department by the Auditor of the County.

All grant payments shall be made payable to the Auditor of the County. For multi-county Juvenile Detention Alternatives Initiative (JDAI) sites, grant payments shall be made payable to the Auditor of the county named as the fiscal contact for the grant.

IX Subcontractors

All subcontracts funded through this grant agreement, or subcontracts with entities that provide goods or services to programs funded through this grant agreement, shall be subject to all the conditions and requirements contained herein, including but not limited to inspections, audits, licensing, professional standards, and accounting standards and procedures. All contracts issued by the grantee related to this Project, as detailed above, must contain a clause specifying this requirement.

X Standards and Licensing

Domiciliary care programs shall be conducted in such a manner as to meet the standards promulgated by the State Board of Health, the State Fire Marshal and the Fire Prevention and Building Safety Commission, and other applicable standards and statutes. Any facilities so used shall be subject to inspection in the same manner as all other facilities and programs which are supported by public funds.

All programs involving residential care shall be governed by applicable licensing, inspection, and other supervisory requirements imposed by law.

All programs of referral shall be required to meet all State and Federal licensing requirements.

All court supervised programs, including any form of specialized probation services shall meet standards prescribed by the Probation Standards and Practices Committee as promulgated by the Judicial Conference.

XI Project Monitoring

Grantee agrees to allow Department to inspect its program activities and examine the records of the Juvenile Detention Alternatives Initiative (JDAI) Fund at reasonable times and intervals.

In addition to project monitoring requirements stated in the Grant Agreement, grantee shall Make available upon request a detailed listing of all Project costs by Project budget line item which are accrued yet unpaid, if any.

At a minimum, the following Outcome Performance Measures shall be tracked and reported on a monthly basis:

- a. Number of youth admitted to secure detention
- b. Average length of stay for youth placed in secure detention

- c. Number of youth placed in diversion/alternative programs in lieu of secure detention
- d. Percent of youth placed in diversion/alternative programs in lieu of secure detention
- e. Re-arrest rate of youth placed in diversion/alternative programs in lieu of secure detention
- f. Number of youth committed to the Indiana Department of Correction
- g. Number of Indiana Youth Assessment System (IYAS) assessments completed
- h. Juvenile arrest data

XII Evidence-Based Practices

Grantee shall implement and utilize evidence-based practice models. Such evidence-based practices must be based on the Eight Principles of Effective Intervention which are:

- Assess Actuarial Risk/Needs
- Enhance Intrinsic Motivation
- Target Interventions
- Skill Train with Directed Practice
- Increase Positive Reinforcement
- Engage Ongoing Support in Natural Communities
- Measure Relevant Processes/Practices
- Provide Measurement Feedback

Counties receiving initial funding to support the implementation of the Juvenile Detention Alternatives Initiative (JDAI) will have four (4) years from the start of this Grant Agreement to fully implement and reach compliance with the JDAI Milestones. During that time, grantees will have access to technical assistance from Indiana Department of Correction, Division of Youth Services staff to help them attain compliance and/or develop plans for attaining compliance.

XIII Assessments

Grantee will certify the appropriate staff in the Indiana Risk Assessment System (IRAS) and Indiana Youth Assessment System (IYAS) as applicable for completing primary risk and needs assessments according to the policies adopted by the Judicial Conference of Indiana and Indiana Department of Correction. Assessment data for all IRAS and IYAS assessments will be entered into the INCITE application provided by the Judicial Automation and Technology Committee.

XIV Property Rights

All fixed assets purchased with funds provided through this Grant Agreement or generated through Project income remain the property of the Juvenile Detention Alternatives Initiative (JDAI) program. These fixed assets are not the property of any other entity that may be assigned said assets. Disposal of fixed assets must be done in a manner consistent with the county policy. If the county does not have a formal policy for disposal of fixed assets, the State of Indiana policy must be followed.

XV Audits and Maintenance of Records.

Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

XVI HIPAA Compliance.

If this grant involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Grantee covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and

shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

XVII Licensing Standards.

The Grantee, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Grantee pursuant to this Contract. The State will not pay the Grantee for any services performed when the Grantee, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Grantee shall notify the State immediately and the State, at its option, may immediately terminate this Grant Agreement.

XVIII Ownership of Documents and Materials.

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Grantee prior to execution of this Grant Agreement, but specifically developed under this Grant Agreement shall be considered "work for hire" and the Grantee transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Grantee, without the prior written consent of the State, is prohibited. During the performance of this Grant Agreement, the Grantee shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the Grantee. Any loss or damage thereto shall be restored at the Grantee's expense. The Grantee shall provide the State full, immediate, and unrestricted access to the work product during the term of this Grant Agreement.

27. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2021 OAG/ IDOA Professional Services Contract Manual* or the *2021 SCM Template*) in any way except as follows:

Clause 4. Term Added Language

Clause 26. Special Conditions Added

Non-Collusion, Acceptance

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

Agreement to Use Electronic Signatures

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

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

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

MONROE COUNTY

Indiana Department of Correction

By:

By:

Title:

Title:

Date:

Date:

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

Project Personnel (Line 88)	Coordination	Implementation	Programming	Total
Implementation 1				\$0.00
Implementation 2				\$0.00
Implementation 3				\$0.00
Coordination 4				\$0.00
Coordination 5				\$0.00
Coordination 6				\$0.00
Programming 1				\$0.00
Programming 2				\$0.00
Programming 3				\$0.00
Programming 4				\$0.00
Programming 5				\$0.00
Programming 6				\$0.00
Programming 7				\$0.00
Programming 8				\$0.00
Programming 9				\$0.00
Subtotals	\$0.00	\$0.00	\$0.00	\$0.00
Fringe 100 Series (Line 89)	Coordination	Implementation	Programming	Total
Implementation 1				\$0.00
Implementation 2				\$0.00
Implementation 3				\$0.00
Coordination 4				\$0.00
Coordination 5				\$0.00
Coordination 6				\$0.00
Programming 1				\$0.00
Programming 2				\$0.00
Programming 3				\$0.00
Programming 4				\$0.00
Programming 5				\$0.00
Programming 6				\$0.00
Programming 7				\$0.00
Programming 8				\$0.00
Programming 9				\$0.00
Subtotals	\$0.00	\$0.00	\$0.00	\$0.00
Supplies 200 Series (Line 90)	Coordination	Implementation	Programming	Total
Implementation 1		\$2,320.00		\$2,320.00
Implementation 2		\$600.00		\$600.00
Implementation 3				\$0.00
Coordination 4				\$0.00
Coordination 5				\$0.00
Coordination 6				\$0.00
Programming 1				\$0.00
Programming 2			\$3,800.00	\$3,800.00
Programming 3			\$6,000.00	\$6,000.00
Programming 4			\$2,500.00	\$2,500.00
Programming 5			\$2,700.00	\$2,700.00
Programming 6			\$2,650.00	\$2,650.00

Programming 7				\$0.00
Programming 8			\$3,140.00	\$3,140.00
Programming 9				\$0.00
Subtotals	\$0.00	\$2,920.00	\$20,790.00	\$23,710.00
Services 300 Series (Line 91)	Coordination	Implementation	Programming	Total
Implementation 1				\$0.00
Implementation 2				\$0.00
Implementation 3				\$0.00
Coordination 4				\$0.00
Coordination 5		\$1,740.00		\$1,740.00
Coordination 6				\$0.00
Programming 1			\$6,160.00	\$6,160.00
Programming 2				\$0.00
Programming 3				\$0.00
Programming 4				\$0.00
Programming 5			\$11,100.00	\$11,100.00
Programming 6			\$3,950.00	\$3,950.00
Programming 7			\$3,000.00	\$3,000.00
Programming 8				\$0.00
Programming 9				\$0.00
Subtotals	\$0.00	\$1,740.00	\$24,210.00	\$25,950.00
Capital 400 Series (Line 92)	Coordination	Implementation	Programming	Total
Implementation 1				\$0.00
Implementation 2				\$0.00
Implementation 3		\$4,500.00		\$4,500.00
Coordination 4		\$840.00		\$840.00
Coordination 5				\$0.00
Coordination 6				\$0.00
Programming 1				\$0.00
Programming 2				\$0.00
Programming 3				\$0.00
Programming 4				\$0.00
Programming 5				\$0.00
Programming 6				\$0.00
Programming 7				\$0.00
Programming 8				\$0.00
Programming 9				\$0.00
Subtotals	\$0.00	\$5,340.00	\$0.00	\$5,340.00
Budget Summary	Coordination	Implementation	Programming	Total
Project Personnel				
Fringe 100 Series				
Supplies 200 Series	\$0.00	\$2,920.00	\$20,790.00	\$23,710.00
Services 300 Series	\$0.00	\$1,740.00	\$24,210.00	\$25,950.00
Capital 400 Series	\$0.00	\$5,340.00	\$0.00	\$5,340.00
TOTAL GRANT REQUEST	\$0.00	\$10,000.00	\$45,000.00	\$55,000.00

Exhibit B

Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

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





Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

This is to extend the Monroe County contract with Security Pro 24/7 through July 1st, 2021

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

AMENDED HEALTH DEPARTMENT ENFORCEMENT CONTRACT

Agreement made the 31 day of March, 2021, between Security Pro 24/7, LLC, ("Contractor") and Board of Commissioners of Monroe County ("Commissioners") and the Monroe County Board of Health ("Board"). The Contractor, Commissioners, and Board mutually agree as follows:

1. **Project.** Contractor shall continue to assist the Monroe County Health Department ("MCHD"), the Board of Health and the Monroe County Health Officer ("Health Officer") in educating and enforcing Local Health Orders and any and all rules, orders, and regulations or the Board of Health as it relates the public spaces and the transmission of disease, particularly (but not limited to) COVID-19. Initially, the parties had an agreement to provide support from 9:00 p.m. to 3:00 a.m. on Thursday, Friday and Saturday beginning on Friday November 6th; however, the parties have seen a tremendous benefit in enforcement and education because of their original agreement. As a result, the parties wish to extend the terms. The Board of Health and Health Officer may modify or extend the support time as necessary, provided it does not exceed the maximum amount of dollars allowed by this agreement. Any modification, which would require additional funds, must be done in writing with notice to the Commissioners. The Monroe County Health Administrator ("Administrator") shall direct the work on behalf of the Board of Health and Health Officer. Contractor shall provide access to its tracking and activity platform as it relates to this work.
2. **Term.** Work shall be completed before July 1, 2021, unless otherwise agreed, in writing by the Board of Commissioners and Contractor.
3. **Cost.** The rate shall be Fifty Dollars (\$50.00) per individual contract personnel per hour, and shall not exceed an additional Fifty Thousand Dollars (\$50,000.00), without further written approval by all parties.
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 Commissioners 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 Commissioners 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 Commissioners, Board, and Health Officer 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 of the Commissioners, Board, or Health Officer for any purpose. For the purpose of enforcing order of the Health Orders as found in IC 16-20-1, Contractor shall be an agent of the Health Officer and Health Board.. 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. **Additional Provisions.** Any provisions found in Exhibit A, not addressed by this agreement, shall be made part of this Agreement.
11. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
12. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.
13. **Previous Agreement.** This agreement supplements the previous agreements between the parties. . The exhibits remain the same.

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

Security Pro 24/7, LLC
"Contractor"

Board of Commissioners of Monroe County
"Commissioners"

by

Date March 31, 2021

ATTEST: March 31, 2021

Catherine Smith, Auditor

Monroe County Board of Health

Kay Leach, President

Date _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Monroe County Highway will be installing a brine system at the Kirby Road Garage Facility. We are in need for architectural services for the location of the new building.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

PROPOSAL

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

March 26, 2021

**Project: Preliminary Study for New Brine Building and Storage Tanks
Monroe County Maintenance Facility**

Client: Monroe County Highway Department

Proposal of Architectural Services:

1. Since there is a water line and a fiber optics cable under the first choice for the new building, we would like to present a proposal for a study of the site to determine where would be the best locations for the new Brine Building.
2. Preliminary design of the new Brine Building; approximately 25' x 25' and heated; including planning for a Cargill Accubatch Brine Maker (salt hopper), the pump valve stack and two 10,000 gallon liquid storage tanks, with surrounding concrete containment walls.
3. Building code consulting and review with Monroe County Building Department.
4. The Architect will work with the civil engineers Smith Design Group in gathering information about the existing utilities and planning drainage around the building and site area.
5. After preliminary drawings are approved, the Architect will prepare the construction drawings proposal.

The Client acknowledges that:

1. In the case of unresolved conflicts between the Client and Architect, they will first seek nonbinding mediation.
2. The Client agrees to the fullest extent permitted by law, to limit the liability of the Architect and his sub-consultants to Monroe County Highway Department, for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his sub-consultants to all those named shall not exceed \$5,000 for this Phase of Architectural and Civil Engineering services.
3. The Architect and Engineer shall perform their services as expeditiously as is consistent with the professional skill and care ordinarily provided by architects and engineers practicing in the same or similar locality under the same or similar circumstances.

Proposal of Civil Engineering Services by Smith Design Group, Inc.:

1. Preliminary planning for site locations, existing utilities, and a topographic survey of the existing site area.
2. Civil Engineering Services, per attached hourly billing rates.

MICHAEL CHAMBLEE – ARCHITECT
1833 COUNTRY CLUB RD. NASHVILLE, INDIANA 47448
michaelchambleearchitect@gmail.com cell: 812-345-2942

PROPOSAL

3. Architectural billing by hourly rates:

1. Architect: \$140/hr.
2. CAD Professional: \$85/hr.
3. Code consultant: \$205/hr.

Billing Estimate:

1. Architectural services: \$2,000.00
2. Civil engineering services: \$3,000.00
3. Services will be billed at the first of the month for the work completed, and payments will be due within 30 days.
4. The cost for any private locates of utilities will be billed as a reimbursable expense.

If this proposal is acceptable, please sign below.

Title

Date

Respectfully submitted,



Michael Chamblee

MICHAEL CHAMBLEE – ARCHITECT
1833 COUNTRY CLUB RD. NASHVILLE, INDIANA 47448
michaelchambleearchitect@gmail.com cell: 812-345-2942



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency Federal Program
CFDA# Federal Award Number and Year (or other ID)
Pass Through Entity:
Request completed by:

This document is to be submitted no later than the Friday at noon prior to the requested meeting 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

UTILITY REIMBURSEMENT AGREEMENT

(Monroe County – Easement/Road To Road)

(Monroe County – Bike/Pedestrian Facilities)

(Revised 5/23/19)

THIS AGREEMENT, made and effective this 31st day of March, 2021, is by and between Duke Energy Indiana, LLC, an Indiana electric public utility limited liability company (hereinafter referred to as "DEI"), and Monroe County, in Indiana (hereinafter referred to as "the Local Government").

WITNESSETH:

WHEREAS, as an Indiana public utility, DEI has the right under Indiana law to construct, operate and maintain its utility facilities upon Indiana public road right of way including but not limited to, North Old State Road 37 in Monroe County, Indiana; and

WHEREAS, DEI has constructed and now operates and maintains certain electric line facilities near or adjoining North Old State Road 37, all of which are more particularly depicted or described on the attached Exhibit "A" (hereinafter referred to as "the Utility Facilities"); and

WHEREAS, the Local Government needs to make certain improvements to or within North Old State Road 37, and the Local Government and DEI have determined that the Utility Facilities will need to be relocated before this improvement can be made by the Local Government; and

WHEREAS, the Local Government has acquired or will acquire at the expense of the Local Government, a relocation area which is located upon public road right of way, which area DEI has determined is suitable and is hereinafter referred to as "said relocation area"; and

WHEREAS, the Local Government has requested DEI to relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit "A;" and

WHEREAS, the Local Government is willing to reimburse DEI for such present and future costs subject to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises from, to and between DEI and the Local Government, hereinafter contained, DEI and the Local Government do hereby agree to and with each other, as follows:

SECTION I. DEI will relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit "A" (hereinafter referred to as "the Work"). The preliminary estimated cost thereof is **\$16,384.08** as shown on the attached Exhibit "B".

SECTION II. The Local Government shall reimburse DEI for the actual costs incurred by DEI to perform the Work within forty five (45) days after receiving a written, itemized statement from DEI. Said statement shall include supporting documentation to substantiate the claim. Such supporting documentation shall include, but shall not be limited to, copies of material summaries, vendor and/or contractor invoices and other such documents as may be deemed necessary by the Local Government to support such invoice. DEI shall have the right to submit such statements for progress payments as the Work proceeds.

SECTION III. DEI shall not start the Work until the following has occurred:

(a) written notice has been given to DEI by the Local Government that (i) the Work has been authorized and funds are available to reimburse DEI, and (ii) all necessary public road right of way has been acquired for the Work,

(b) the Local Government has denoted the public road right of way line in the area of the Work, by staked survey at not more than 100 foot intervals with station markings,

(c) the Local Government has trimmed/removed all vegetation away from the public road right of way in the area of the Work, as reasonably determined by DEI, and

(d) the Local Government and DEI have executed this Agreement.

SECTION IV. The Local Government shall also reimburse DEI for any costs actually incurred by DEI in the future in the event the Utility Facilities need to be adjusted, removed,

supported, altered, and/or relocated at any time or times (a) for another Local Government highway improvement project and/or (b) for any other project of the Local Government or other governmental entity.

SECTION V. DEI shall not discriminate against any employee or applicant for employment, in the performance of this Agreement, 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, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

SECTION VI. DEI shall indemnify and hold harmless the Local Government from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property arising out of the Work (hereafter "Claim"); provided, however, that where the Local Government is negligent or engages in intentional misconduct with respect to the occurrence or occurrences giving rise to the Claim, DEI shall have no duty to indemnify and hold harmless the Local Government.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by through their duly authorized representatives, effective the date first above written.

DUKE ENERGY INDIANA, LLC

Cynthia A. Rowland

(Signature)

Cynthia A. Rowland
(Name, Printed or Typed)

Sr Eng Tech
(Position)

Monroe County

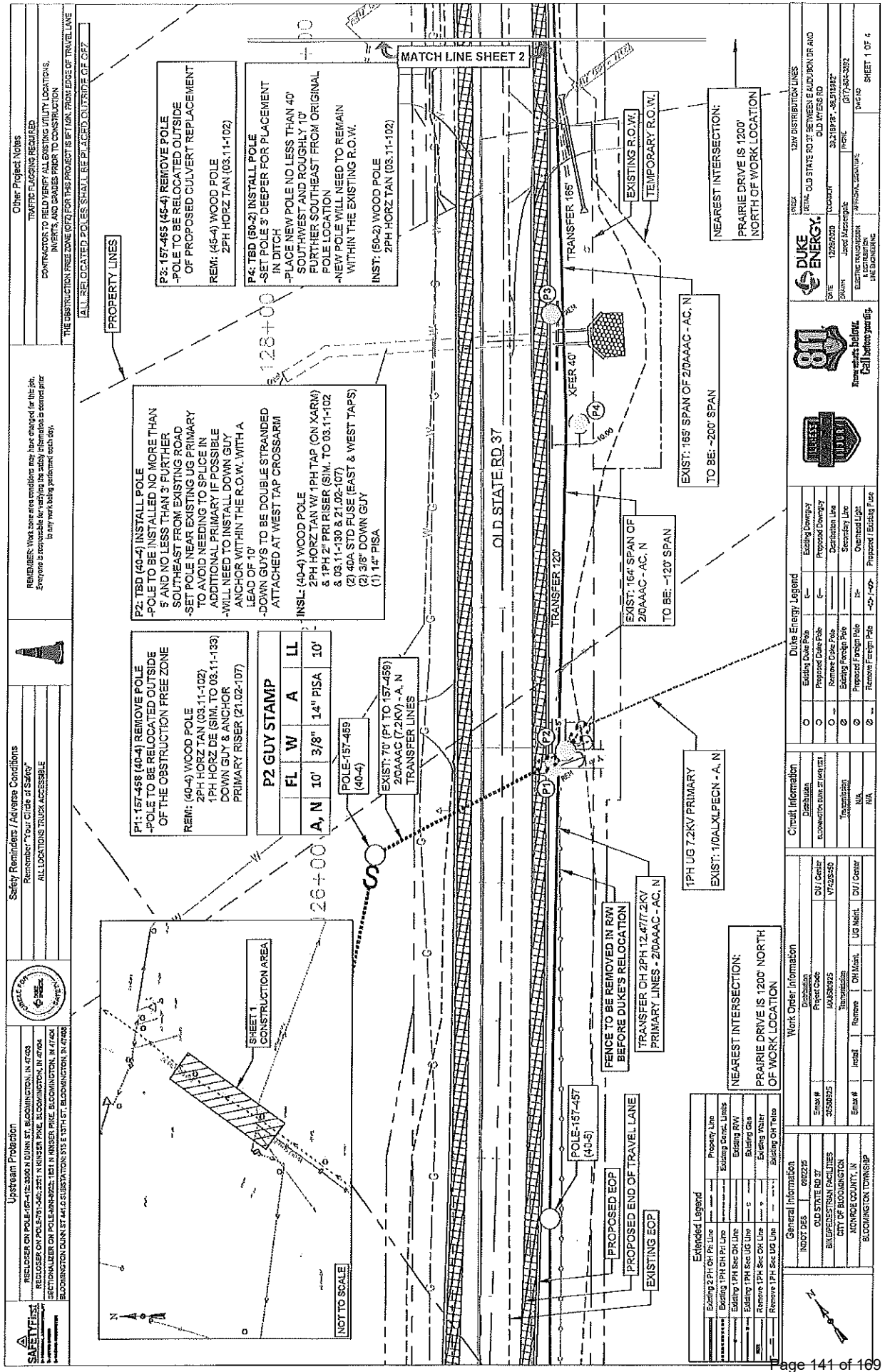
By: _____
Printed Name: _____
Printed Title: _____
Dated: _____

By: _____
Printed Name: _____
Printed Title: _____
Dated: _____

By: _____
Printed Name: _____
Printed Title: _____
Dated: _____

Attest:

-Treasurer



SAFETY
REMEMBER: Work zone area conditions may have changed for the job. Everyone is responsible for reaching the safety information is correct prior to any work being performed each day.

Other Project Notes
TRAFFIC FLAGGING REQUIRED
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION.
THE OBSTRUCTION FREE ZONE (OFZ) FOR THIS PROJECT IS 5 FT. FROM EDGE OF TRAVEL LANE.
ALL RELOCATED POLES SHALL BE PLACED OUTSIDE OF OFZ

PROPERTY LINES

P1: 157-458 (40-4) REMOVE POLE
-POLE TO BE RELOCATED OUTSIDE OF THE OBSTRUCTION FREE ZONE
REMARK: (40-4) WOOD POLE
2PH HORIZ TAN (03.11-102)
1PH HORIZ DE (SIM. TO 03.11-133)
DOWN GUY & ANCHOR
PRIMARY RISER (21.02-107)

P2: 157-458 (45-4) REMOVE POLE
-POLE TO BE RELOCATED OUTSIDE OF PROPOSED CULVERT REPLACEMENT
REMARK: (45-4) WOOD POLE
2PH HORIZ TAN (03.11-102)

P4: TBD (50-2) INSTALL POLE
-SET POLE 3' DEEPER FOR PLACEMENT IN DITCH
-PLACE NEW POLE NO LESS THAN 40' SOUTHWEST AND ROUGHLY 10' FURTHER SOUTHEAST FROM ORIGINAL POLE LOCATION
-NEW POLE WILL NEED TO REMAIN WITHIN THE EXISTING R.O.W.
INST: (50-2) WOOD POLE
2PH HORIZ TAN (03.11-102)

P2 GUY STAMP

FL	W	A	LL
A	N	10'	14" PISA

P2: 157-458 (40-4) INSTALL POLE
-POLE TO BE INSTALLED NO MORE THAN 5' AND NO LESS THAN 3' FURTHER SOUTHEAST FROM EXISTING ROAD
-SET POLE NEAR EXISTING UG PRIMARY TO AVOID NEEDING TO SPICE IN
-WILL NEED TO INSTALL DOWN GUY ANCHOR WITHIN THE R.O.W. WITH A LEAD OF 10'
-DOWN GUYS TO BE DOUBLE STRANDED ATTACHED AT WEST TAP CROSSARM

INSUL: (40-4) WOOD POLE
2PH HORIZ TAN W/ 1PH TAP (ON XARM) & 1PH 2" PRI RISER (SIM. TO 03.11-102 & 03.11-133 & 21.02-107)
(2) 40A STD FUSE (EAST & WEST TAPS)
(2) 3/8" DOWN GUY
(1) 14" PISA

POLE-157-458 (40-4)
EXIST: 70' (P1 TO 157-458) 20AAAAC (7.2KV) - A, N
TRANSFER LINES

POLE-157-457 (40-5)
EXIST: 70' (P1 TO 157-458) 20AAAAC (7.2KV) - A, N
TRANSFER LINES

TRANSFER 120'
TRANSFER 165'

EXIST: 164' SPAN OF 20AAAAC - AC, N
TO BE: -120' SPAN

EXIST: 165' SPAN OF 20AAAAC - AC, N
TO BE: -200' SPAN

NEAREST INTERSECTION:
PRAIRIE DRIVE IS 1200' NORTH OF WORK LOCATION

NEAREST INTERSECTION:
PRAIRIE DRIVE IS 1200' NORTH OF WORK LOCATION

NEAREST INTERSECTION:
PRAIRIE DRIVE IS 1200' NORTH OF WORK LOCATION

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NEAREST INTERSECTION:
PRAIRIE DRIVE IS 1200' NORTH OF WORK LOCATION

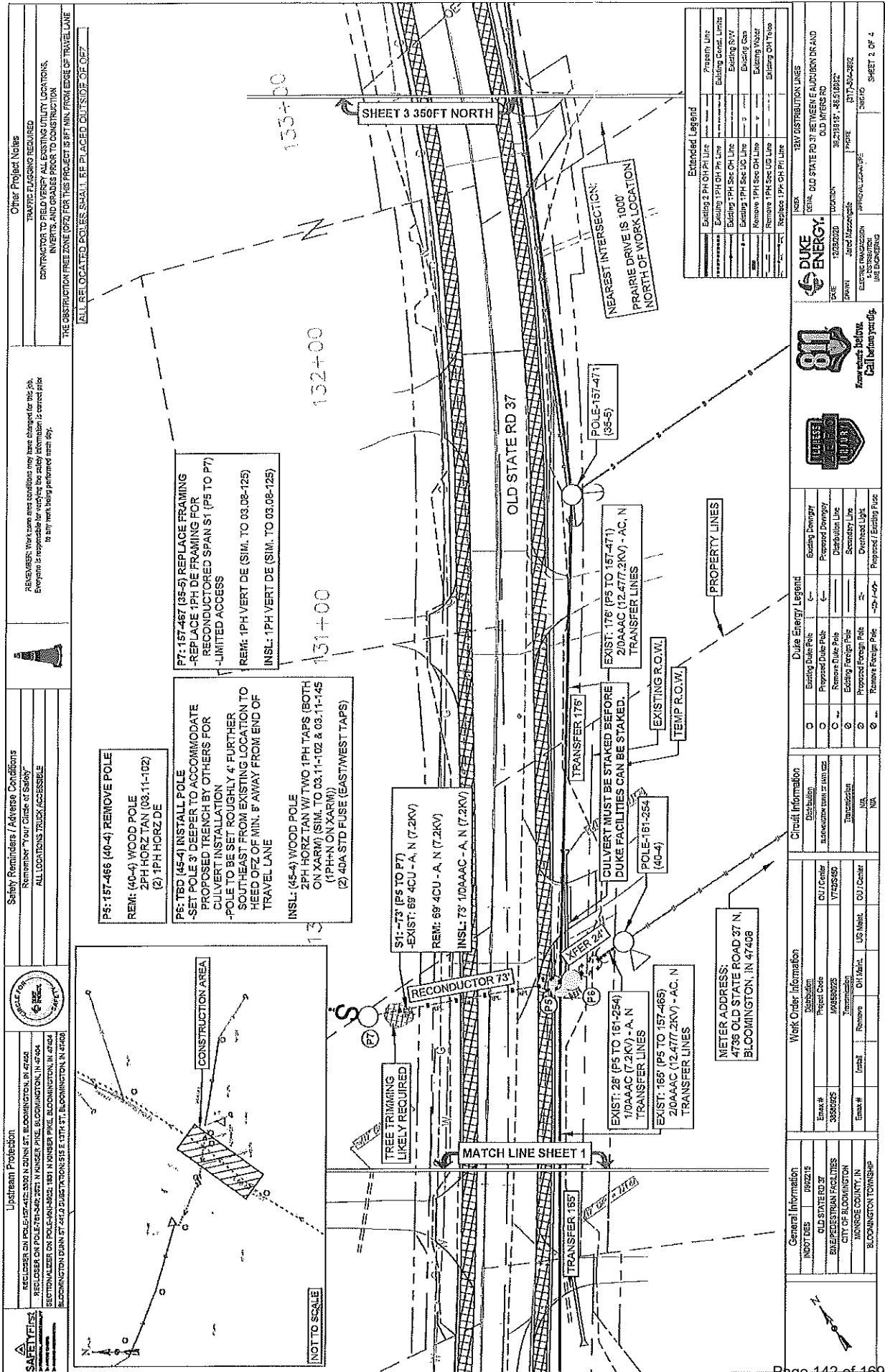
NEAREST INTERSECTION:
PRAIRIE DRIVE IS 1200' NORTH OF WORK LOCATION

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PRAIRIE DRIVE IS 1200' NORTH OF WORK LOCATION

NEAREST INTERSECTION:
PRAIRIE DRIVE IS 1200' NORTH OF WORK LOCATION

NEAREST INTERSECTION:
PRAIRIE DRIVE IS 1200' NORTH OF WORK LOCATION

NEAREST INTERSECTION:
PRAIRIE DRIVE IS 1200' NORTH OF WORK LOCATION



31-2090-20

Parcel 3-10-6

Monroe

County

Monroe Co. Rural Line

Bloomington

Township

ELECTRIC POLE LINE EASEMENT

IN CONSIDERATION of the sum of One Dollars (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned hereby grant unto PUBLIC SERVICE COMPANY OF INDIANA, INC., an Indiana corporation, and its successors and assigns, Grantee, the perpetual easement and right to construct, operate, patrol, maintain, reconstruct and remove an electric line, including necessary poles, wires, anchors, guys and fixtures attached thereto, for the transmission of electrical energy over, along or across the following described real estate situated in the County of Monroe, and State of Indiana, to-wit:

A strip of land, approximately () feet in width, lying () feet wide on both sides of a center line, to be established by the Grantee named herein, and running in a generally () direction from a point approximately () feet of the () corner to a point approximately () feet of the () North corner of a parcel of land situated in the () of Section (), Township () South, Range () East West, owned by the undersigned, and described as follows:

A strip of land fifty (50) feet wide lying on the west side of and adjoining state highway #37 beginning at the SE corner of a parcel of land containing 19.92 acres and following said road to the NE corner of same parcel situated in the SW $\frac{1}{4}$ of section 10, township 9 north, range 1 west, owned by the undersigned and described as follows:

Part of the south west quarter of the south west quarter of section 10, township 9 north, range 1 west. 19.92 acres.

Also a strip of land fifty (50) feet wide lying along the southern boundary of the afore mentioned parcel and adjoining the county road.

Cinergy Corporate Records
98030768



Document Code 6060-00

The Grantor(s) reserve... the use of said land not inconsistent with this grant.

The said Grantee is hereby granted the right and privilege at any time to cut and trim all trees on or which overhang the right of way above described and to clear the ground of timber and brush or to remove any other obstructions which, in the judgment of the Grantee, should be removed in order to prevent interference with the wires or appurtenances used in connection with said line.

Any damages to the crops or fences of the undersigned, or of the heirs, executors, administrators, assigns or tenants of the undersigned, caused by the employees of the Grantee, and occasioned by the original construction or subsequent acts of the Grantee's employees, shall be promptly paid by the said Grantee, provided claims for such damages, if any, are filed with the Grantee at its Indianapolis office within thirty (30) days after such damages occur.

IN WITNESS WHEREOF, the undersigned ha.V.O. hereunto set their hand.s, this 24th day of

May

19. 46

Dillon Geiger (SEAL)
Dillon Geiger MD.

Louise Geiger (SEAL)
Louise Geiger

STATE OF INDIANA }
COUNTY OF Monroe } ss:

Personally appeared before me this day...24th day of May 1946

Dillon Geiger and Louise Geiger, husband and wife

and acknowledged the execution of the foregoing instrument by them to be their voluntary act and deed,

WITNESS my hand and notarial seal, this...24th day of May, 1946

My commission expires 4/24/50

Notary Public

Sam Rees

2190
11755

ELECTRIC POLE LINE
EASEMENT

31-2000-28

From

Dillon Geiger MD.

Louise Geiger

Grantor

To

PUBLIC SERVICE COMPANY
OF INDIANA, INC.

RECORDED
Rec No. 2190 Page 24
At 11:42 AM

MAY 15 1947

J. W. Semple
RECORDED MONROE CO. IND.
FEB 2 1947 PAID

Parcel 3-10-6

Monroe Co. Rural

Monroe

APPROVED AS TO FORM
v1

CU Estimate

Job Cost Summary

Report Last Refreshed on:

01/21/2021 13:48

Sorted by: Site, Employee Name

Estimate Request:	6818112	Leidos design, created 1-12-20210	Request Type:	JOB
Work Site:	TD-IN			
Master WO:	39395958	WP INDOT DES 0902215 @ (Reimb) OLD SR 37 (AUDUBON DR TO OLD MEYERS RD) BICENTENNIAL PATHWAY PROJECT PHASE 1		
Estimate Version:	1	Leidos design, created 1-12-20210	Estimate Type:	COSTONLY
Estimated On:	01/21/2021	At: 01:36:22 PM By: MAXADMIN		

CU Estimate

Job Cost Summary

Sorted by: Site, Employee Name

Report Last Refreshed on:
01/21/2021 13:48

Labor Hours		Costs		Total Labor, Services, & Tools Cost:	
	Labor Hours - On Site:	78.25			78.25
	Labor Hours - Off Site:	0			0
	Total Labor Hours:	78.25	0		78.25
Costs	Labor Cost:	7658.69	0		7658.69
	Services Cost:		1920		1920
	Tools Cost:	0	0		0
	Total Labor, Services, & Tools Cost:	7658.69	1920		9578.69
	New Material Cost:	2351.26	0		2351.26
	Less Salvage:	0			0
	Total Material Cost:	2351.26	0		2351.26
	Total Overheads:				4454.13
	Total Gross Cost:				16384.08
	Less Applied Contributions:				0
	Total Net Cost:				16384.08
	Plus Total Deferred Cost:				0
	Total Estimated Cost:				16384.08



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

We occasionally reach out to Engineering firms for additional services on projects, new and existing. We would like to add USI Consultants as one of the firms that we may contact for engineering services, as needed.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between, MONROE COUNTY, acting through its BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and

USI Consultants, Inc.
8415 E. 56th Street
Indianapolis, IN 46216
(317) 544-4996

, hereinafter referred to as the "CONSULTANT."

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for professional engineering, surveying, right-of-way, construction observation services on an on-call basis.

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

SECTION 1: SERVICES BY CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A" attached to this Agreement, and made an integral part hereof.

SECTION II: INFORMATION AND SERVICES TO BE FURNISHED BY THE LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III: NOTICE TO PROCEED AND SCHEDULE

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the Schedule contained in Appendix "C", which is attached to this Agreement, and incorporated herein by reference.

The CONSULTANT shall not begin work prior to the date of the Notice to Proceed.

The LOCAL PUBLIC AGENCY reserves the right to Issue Notice-to-Proceed on all or part of the work included in this Agreement subject to available funding.

SECTION IV: COMPENSATION

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", which is attached to this Agreement, and incorporated herein by reference.

SECTION V: GENERAL PROVISIONS

1. Work Office

The CONSULTANT shall perform the work under this Agreement at the following offices:

USI CONSULTANTS, INC.
8415 E. 56th Street
Indianapolis, IN 46216
Office: (317) 544-4996

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY of any change in its mailing address and/or the location(s) of the office(s) where the work is performed.

2. Employment

During the period of this Agreement, the CONSULTANT shall not engage, on a full or part time or other basis, any LOCAL PUBLIC AGENCY personnel who remain in the employ of the LOCAL PUBLIC AGENCY.

The State of Indiana has enacted a law (I.C. 22-5-1.7) that requires an entity entering into a contract with a state agency or political subdivision to verify that their employees are legally eligible to work in the United States. As a term of this agreement, CONSULTANT shall:

- A. Enroll in and verify the work eligibility status of newly hired employees through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
- B. Certifies that the CONSULTANT does not knowingly employ unauthorized aliens.

3. Subletting and Assignment of Contract

No portion of the work under the Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the LOCAL PUBLIC AGENCY. Consent to sublet, assign or otherwise dispose of any portion of the work under this Agreement shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

4. Ownership of Documents/Instruments of Service

The LOCAL PUBLIC AGENCY acknowledges the CONSULTANT'S documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the LOCAL PUBLIC AGENCY upon completion of the work and

payment in full of all monies due to the CONSULTANT. The LOCAL PUBLIC AGENCY shall not reuse or make any modification to the plans and specifications without the prior written authorization of the CONSULTANT. The LOCAL PUBLIC AGENCY agrees, to the fullest permitted by law, to indemnify and hold the CONSULTANT harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs arising or allegedly arising out of any unauthorized reuse or modification of the plans and/or specifications by the LOCAL PUBLIC AGENCY or any person or entity that acquires or obtains the plans and specifications from or through the LOCAL PUBLIC AGENCY without written authorization of the CONSULTANT.

5. Access to Records

The CONSULTANT and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three years from the date of final payment under the terms of this Agreement, for inspection by the LOCAL PUBLIC AGENCY, and copies thereof shall be furnished if requested.

6. Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with state, federal and local statutes, ordinances, and regulations applicable to the performance of this Agreement.

7. Standard of Performance

Services provided by CONSULTANT under this Agreement shall be performed in accordance with generally accepted engineering practices. All estimates, recommendations, opinions, and decisions shall be based on available information at the time, and the experience, technical qualifications, and professional judgment of CONSULTANT. CONSULTANT shall hold harmless the LOCAL PUBLIC AGENCY from claims, suits, actions, and damages resulting from the negligent acts, errors or omissions of the CONSULTANT under this Agreement.

Services provided by the CONSULTANT under this agreement shall be consistent with and limited to the standard of care applicable to such services, which is that CONSULTANT shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Duty to Defend shall not apply to Professional Liability Claims

8. Status of Claim

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from

services performed under this Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to the LOCAL PUBLIC AGENCY.

9. Responsibility of the CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the CONSULTANT. The CONSULTANT shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the LOCAL PUBLIC AGENCY or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by LOCAL PUBLIC AGENCY. The CONSULTANT shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known) in the designs, drawings, specifications and other services furnished by the LOCAL PUBLIC AGENCY, or other consultants retained by the LOCAL PUBLIC AGENCY.
- B. Neither the LOCAL PUBLIC AGENCY'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 LOCAL PUBLIC AGENCY in accordance with applicable law for all damages to the LOCAL PUBLIC AGENCY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.
- C. The CONSULTANT shall be responsible for all damage to life and property caused by negligent errors or omissions of the CONSULTANT, its subcontractors, or employees in connection with the services rendered by the CONSULTANT pursuant to this contract. The CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY and their officials and employees, from any liability due to loss, damage, injuries, or other casualties of whatever kind, which, directly and independently of all other causes, arise out of, or result from, the negligence of the CONSULTANT, its employees, in performing the services that are required of the CONSULTANT by this contract. CONSULTANT shall not be required to indemnify the LOCAL PUBLIC AGENCY to the extent Damages arise from or are caused by the LOCAL PUBLIC AGENCY's own negligence.

- D. The CONSULTANT shall have no responsibility for supervising, directing or controlling the work of contractors or other consultants retained by the LOCAL PUBLIC AGENCY, nor shall the CONSULTANT have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction (except those required by the contract plans, specifications, special provisions, etc. prepared by the CONSULTANT) selected by contractors. The CONSULTANT shall have no responsibility for the safety of persons on or off the job site, and whether or not engaged in the work, for safety precautions and programs incident to the work of contractors, or for any failure of contractors or others to exercise care for the safety of any person, including employees of contractors, or to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractors' performance of the work.
- E. The rights and remedies of the LOCAL PUBLIC AGENCY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. The CONSULTANT shall have an affirmative duty to advise the LOCAL PUBLIC AGENCY of any known or obvious errors, omissions, or deficiencies in the designs, drawings, specifications, reports, or other services of the LOCAL PUBLIC AGENCY or consultants retained by the LOCAL PUBLIC AGENCY.

10. Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. During the life of this Agreement, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing that the required insurance coverage is maintained.

The CONSULTANT will provide the following minimum insurance requirements:

- | | | |
|----|----------------------------------|---|
| A. | Workers' Compensation Insurance: | Employer's Liability:
\$1,000,000 each accident
\$1,000,000 Disease - Each employee
\$1,000,000 Disease - Policy Limit |
| B. | General Liability Insurance: | \$1,000,000 per occurrence bodily injury
or property damage
\$300,000 Damage to Rented Property
(each occurrence)
\$5,000 Medical Expense per person
\$2,000,000 Annual aggregate
\$1,000,000 Personal & Adv. Injury
\$2,000,000 Products- Comp/OP/Agg |

- | | | |
|----|------------------------|--|
| C. | Automobile Liability | \$1,000,000 Combined Single Limit |
| D. | Professional Liability | \$5,000,000 each claim
\$5,000,000 annual aggregate |

11. Liability for Damages

CONSULTANT agrees to take all necessary precautions for the safety of, and the prevention of injury, loss or death to its employees on or off of the project site and to comply with the provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities applicable to its employees and to CONSULTANT'S performance of its services under this Agreement. Provided, however, the CONSULTANT and the LOCAL PUBLIC AGENCY shall not be responsible for the means, methods and techniques of the construction contractor in the prosecution of its work nor for the construction contractor(s)' and their subcontractors' safety programs, training or compliance with safety requirements including OSHA and IOSHA nor for any injury, death or property damage to the contractor, subcontractor or their employees arising out of an accident or incident which may occur incidental to the construction of the project.

CONSULTANT will apply the reasonable standard of care to comply with applicable laws in effect at the time the services are performed hereunder, which to be best of its knowledge, information and belief, apply to its obligations under this Agreement. CONSULTANT shall indemnify the LOCAL PUBLIC AGENCY, its officers and employees against any claim or liability to the extent caused by a negligent act by the CONSULTANT.

CONSULTANT assumes all risk of loss, damage or destruction to CONSULTANT'S work, all of his materials, tools, appliances and property of every description, and of injury to or deaths of CONSULTANT or his employees arising out of or in connection with the performance of this Agreement, including that which occurs due to the acts or failure to act of any third party, other than that which is solely caused by the LOCAL PUBLIC AGENCY or caused solely by any third party.

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY from any negligent act by the CONSULTANT, his subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnities which would otherwise exist as to a party or person described in this paragraph.

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this contract. The CONSULTANT shall send notice of claims related to work under this contract to:

LPA CONTACT INFO:

Lisa Ridge, Monroe County Highway Director
501 N. Morton Street, Suite 216
Bloomington, IN 47404
Phone: 812-349-2555
LJRIDGE@MONROE.IN.US

The CONSULTANT'S indemnity obligations shall survive the completion, cancellation or early termination of the Agreement.

12. Progress Reports

If requested, the CONSULTANT shall submit a monthly Progress Report to the LOCAL PUBLIC AGENCY by the tenth of each month, showing progress to the first of the month, or may otherwise communicate project status in the form of meetings, phone calls, faxes, emails, etc. The most current progress report should be submitted with each invoice.

13. 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 LOCAL PUBLIC AGENCY. It being understood, however, that the permitting of 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 LOCAL PUBLIC AGENCY of any of its rights herein.

14. Abandonment and Termination

Both the CONSULTANT and LOCAL PUBLIC AGENCY shall maintain the right to terminate or suspend this proposal upon 30 days after written notice. If either party elects to exercise their right to terminate this proposal and abandon the services herein mentioned, the CONSULTANT shall deliver to LOCAL PUBLIC AGENCY all final data, reports, drawings, specifications, and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY in exchange for final payment. The earned value of the work performed shall be based upon the engineer's estimate of the total time rendered by the CONSULTANT to the date of the abandonment. The payment, as made to the CONSULTANT, shall be paid as the final payment in full settlement for his services hereunder.

15. Non-Discrimination

Pursuant to I.C. 22-9-1-10 and I.C. 5-16-6-1, the CONSULTANT and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, 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, handicap, national origin or age. Breach of this covenant may be regarded as a material breach of the Agreement.

16. Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds its successors, executors, administrators and assignees of such other party, as the cause may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

17. Iran Certification

CONSULTANT hereby certifies, in accordance with I.C. 5-22-16.5 et seq., to have no engagement in investment activities in Iran as defined in the above cited statute.

18. IRCA Compliance

The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The CONSULTANT shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders ("other immigration laws") and by executing this Contract, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen job applicants and re-verify current employees. CONSULTANT shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Contract. The CONSULTANT shall indemnify the LOCAL PUBLIC AGENCY against all damages, losses and expenses, including attorneys' fees, incurred or sustained by the LOCAL PUBLIC AGENCY as a result of the CONSULTANT's failure to comply with IRCA or other immigration law. CONSULTANT shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement.

19. OFAC Compliance

The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals ("SDN"). If the name of the CONSULTANT or any individual in a management position with CONSULTANT is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. The LOCAL PUBLIC

AGENCY shall promptly notify CONSULTANT, which shall have three (3) days in which to provide to the LOCAL PUBLIC AGENCY clear and convincing evidence that (a) neither CONSULTANT nor any individual in a management position with CONSULTANT is an SND, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits the LOCAL PUBLIC AGENCY to do business with CONSULTANT. Should CONSULTANT fail to do so, then the LOCAL PUBLIC AGENCY shall terminate this Agreement for cause without further notice or grace period. CONSULTANT shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement

20. Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

21. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses:

LOCAL PUBLIC AGENCY:

LPA CONTACT INFO:

Lisa Ridge, Highway Director
Monroe County

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

Phone: 812-349-2555

LJRIDGE@MONROE.IN.US

CONSULTANT:

USI Consultants, Inc.

8415 E. 56th Street

Indianapolis, IN 46216

Phone: (317) 544-4996

22. Indemnification

CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind that are legally determined to be as a result of negligence or willful misconduct of CONSULTANT. The LOCAL PUBLIC AGENCY may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving CONSULTANT's obligations to indemnify or hold harmless. CONSULTANT shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the LOCAL PUBLIC AGENCY and without an unconditional release of all liability by each claimant or plaintiff to the LOCAL PUBLIC AGENCY. IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT

USI CONSULTANTS, INC.

LOCAL PUBLIC AGENCY

MONROE COUNTY BOARD OF COMMISSIONERS

BY: _____

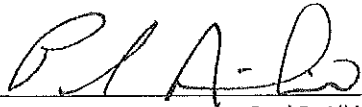


Philip D. Beer II, PE, PS, FACEC
President

BY: _____

Julie Thomas, President

BY: _____



Paul R. Aikins, PE, PS
Vice President

BY: _____

Lee Jones, Vice President

DATE: _____

BY: _____

Penny Githens

ATTEST: _____

Catherine Smith, County Auditor

Date: _____

APPENDIX "A"

SERVICES BY CONSULTANT:

1. BASIC SERVICES

CONSULTANT will provide the following professional services (Basic Services) to LOCAL PUBLIC AGENCY:

- a. Engineering consultation as requested:
 - i At meetings and via telephone, or email with LOCAL PUBLIC AGENCY
 - ii At meetings and via telephone, or email with local, state, and or federal agencies and others related to LOCAL PUBLIC AGENCY interests
- b. Review of correspondence and documentation received by LOCAL PUBLIC AGENCY and reporting of recommendations
- c. Prepare correspondence and completion of reporting forms and applications by LOCAL PUBLIC AGENCY
- d. Technical and Professional Assistance to the LOCAL PUBLIC AGENCY'S Highway/Street Department as necessary
- e. Engineering services for projects of a pre-determined size, as well as critical project needs
- f. Land Surveying services as required by LOCAL PUBLIC AGENCY
- g. Construction Inspection services as required by LOCAL PUBLIC AGENCY
- h. Right-of-way Engineering services as required by LOCAL PUBLIC AGENCY
- i. Attend all pertinent meetings when deemed necessary by LOCAL PUBLIC AGENCY
- j. Any other assignments as directed by the LOCAL PUBLIC AGENCY

2. PROJECT SPECIFIC ASSIGNMENT

For a specific project deemed, by the CONSULTANT and agreed to by LOCAL PUBLIC AGENCY, of size and complexity that would exclude them from the criteria describe above, the CONSULTANT will prepare an Authorization to Proceed form, with the project scope of services, a not-to-exceed or lump sum fee, and estimated schedule, for execution by the LOCAL PUBLIC AGENCY. A blank Authorization to Proceed form is located in Appendix "E".

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LOCAL PUBLIC AGENCY:

LOCAL PUBLIC AGENCY shall assist the CONSULTANT as follows:

1. Furnish to CONSULTANT all existing information and other available data pertinent to each project assignment, and furnish to ENGINEER services of others required for the performance of CONSULTANT'S professional services herein described.
2. The CONSULTANT shall be entitled to use and rely upon all such information and services provided by LOCAL PUBLIC AGENCY or others in performing CONSULTANT'S services under this proposal.
3. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services hereunder.

Remainder of this page left blank intentionally.

APPENDIX "C"

SCHEDULE/NOTICE TO PROCEED:

1. The CONSULTANT shall begin work immediately based upon the following procedure:
 - a. For services under Section 1 of Appendix A, the LOCAL PUBLIC AGENCY shall provide the CONSULTANT via email a scope of services desired and a proposed completion date for the services. The CONSULTANT shall confirm their understanding of the scope and that the completion date desired is achievable via reply email, or propose a new completion date if necessary.
 - b. For services rendered under Section 2 of Appendix A, the CONSULTANT shall complete an "Authorization to Proceed" (ATP) form (a blank ATP form is located in Appendix "E"), after receipt of desired scope of services request from the LOCAL PUBLIC AGENCY. The LOCAL PUBLIC AGENCY shall then approve in writing the ATP form and return a signed (digital or original) copy to the CONSULTANT, which shall serve as the CONSULTANTS notice to proceed (NTP).
 - c. The LOCAL PUBLIC AGENCY shall designate those individuals, agencies, or commissions who may authorize work on behalf of the LOCAL PUBLIC AGENCY.
2. The CONSULTANT will address unscheduled issues within 48 hours of the request.
3. The CONSULTANT shall assign appropriate personnel to a particular assignment in accordance with the need and urgency of the request.

Remainder of this page left blank intentionally.

APPENDIX "D"

COMPENSATION:

1. Method of Payment for Services of CONSULTANT.
 - a. **Basic Services:** LOCAL PUBLIC AGENCY shall pay CONSULTANT for all Basic Services rendered under Appendix "A" 1. BASIC SERVICES on an hourly and direct expense basis in accordance with the USI Billable Hourly Rates Per Classification and direct expense rates listed below.
 - b. **Project Specific Assignment:** LOCAL PUBLIC AGENCY shall pay CONSULTANT for the services rendered under Appendix "A" 2. PROJECT SPECIFIC ASSIGNMENT on an hourly and direct expense basis, or in a lump sum fee, whichever is proposed and agreed to in accordance with the approved ATP form. All hourly not to exceed assignments will be paid for in accordance with the USI Billable Hourly Rates Per Classification and direct expense rates listed below and not exceeding the fee authorized in the executed Authorization to Proceed form. Lump Sum assignments will not show individual timesheet entries, but shall be billed monthly based on the estimated percentage of the lump sum assignment completed the prior month.
 - c. The hourly billable rates are listed below under Section 4. They shall be updated annually to reflect the CONSULTANT'S current billable hourly rates, which become effective on July 1st of each year.
2. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered, including a description of the services rendered. LOCAL PUBLIC AGENCY shall make prompt monthly payments in response to CONSULTANT'S invoices.
3. The CONSULTANT shall submit invoices to:

Lisa Ridge, Co. Highway Director
LPA Contact Name

LIRIDGE@Monroe.in.us
LPA Contact Email
4. The CONSULTANT shall be paid per the USI Billable Hourly Rates Per Classification and direct expense rates listed below unless otherwise specified in the project specific assignment authorization to proceed form.

2020 -- 2021 USI Billable Hourly Rates

Per Classification

Effective: March 1, 2021

CLASSIFICATION	BILLABLE HOURLY RATE
1. Business Development	\$221.00
2. CADD Technician	\$ 78.00
3. Clerical	\$ 91.00
4. Construction Project Manager I	\$ 88.00
5. Construction Project Manager II	\$126.00
6. Construction Project Manager III	\$142.00
7. Construction Project Manager IV	\$162.00
8. Construction Project Manager V (Department Manager)	\$190.00
9. Designer / Detailer I	\$162.00
10. Designer / Detailer II	\$179.00
11. Engineer Intern.....	\$107.00
12. Engineer I (Engineer/Non-PE PM)	\$131.00
13. Engineer II (Project Manager)	\$151.00
14. Engineer III (Senior Engineer)	\$190.00
15. Engineer IV (Senior Project Manager)	\$206.00
16. Engineer V (Department Manager)	\$236.00
17. Engineer VI (Principal Engineer)	\$245.00
18. Environmental Specialist	\$131.00
19. Intern	\$ 66.00
20. Project Coordinator	\$138.00
21. Right-of-Way I (ROW Technician)	\$ 76.00
22. Right-of-Way II (Project Manager/Buying Agent)	\$116.00
23. Right-of-Way III (Senior Project Manager)	\$147.00
24. Surveyor I (Survey Technician I)	\$ 68.00
25. Surveyor II (Survey Technician II)	\$ 86.00
26. Surveyor III (Party Chief I)	\$108.00
27. Surveyor IV (Party Chief II)	\$124.00
28. Surveyor V (Project Manager)	\$151.00
29. Surveyor VI (Construction Survey Manager)	\$179.00
30. Surveyor VII (Design Survey Manager)	\$216.00
31. Utility Coordinator I	\$74.00
32. Utility Coordinator II	\$164.00

NOTES:

1. The base rate shown will be multiplied by a factor of 1.5 for overtime rates (over 8 hrs. per day).
2. Same rates will apply for travel time.
3. Motel expenses will be reimbursed at the rate charged to USI Consultants, Inc.
4. Per Diem expense will be \$30.00 per night per individual.
5. Mileage Rates will be \$0.56 per mile (Federal Mileage Rate)

Appendix "D" -- Page 2 of 2

AUTHORIZATION TO PROCEED FORM

LOCAL PUBLIC AGENCY ON-CALL ASSIGNMENT

DATE: _____

NAME OF PROJECT: _____

LOCATION OF PROJECT: _____

PROJECT DESCRIPTION: _____

PROJECT SCHEDULE: _____

PROJECT FEE: _____

FEE TYPE (LUMP SUM OR NTE) _____

PROJECT SCOPE: _____

Authorized by: _____

MONROE COUNTY OFFICIAL NAME (SIGNATURE): _____

MONROE COUNTY OFFICIAL NAME (PRINTED): _____

TITLE: _____

Date Sent to ENGINEER (USI Consultants, Inc.): _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal

Work session

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

AGREEMENT FOR SERVICES PROVIDED BY THE INDIANA INSTITUTE ON DISABILITY

THIS AGREEMENT is made by and between the Monroe County Commissioners (“Client”) and The Trustees of Indiana University on behalf of the Indiana Institute on Disability and Community (“IIDC”) on this 1st day of April, 2021 (“Effective Date”).

WHEREAS, Client wishes to receive certain professional services from IIDC and IIDC is capable and willing to provide such services;

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

1. Description of Services

Services included are survey development and analyses of resulting de-identified data and data report to contribute to an internal evaluation of the Monroe County Jail.

2. Payment

In exchange for the services described above, Client shall, upon receipt of an invoice from IIDC detailing fees and expenses, pay IIDC \$5000. This rate is not subject to any other agreement between the parties.

3. Additional Services

The parties agree that if additional services are required beyond those specified above, the parties will, by mutual written agreement, determine the scope, payment rate, and other terms by which such additional services will be provided, prior to performing any additional services. It is further agreed that no additional compensation shall be due or payable on account of additional services unless such services have been specifically authorized by Client.

4. Term and Termination

This Agreement shall be effective from the Effective Date until terminated by either party pursuant to this Section 4. Either party may terminate this Agreement at any time upon ten (10) days’ written notice to the other party. In the event of termination, IIDC shall be compensated by Client for all services rendered under this Agreement as billed and itemized as of the date of termination.

5. Indemnity

Client, including its officers, directors, agents, employees, and affiliates, agrees to defend, indemnify and hold harmless IIDC, its trustees, directors, successors, employees, agents, and assigns from and against any and all costs, expenses (including reasonable attorneys’ fees), interest, losses, obligations, liabilities, or damages which may be incurred or sustained by IIDC, and which arise out of or are in connection with or are for the purpose of avoiding any and all claims, demands, actions, causes of action, suits, appeals, and proceedings based on actual or alleged injuries, damages, or liability of any kind made or brought against IIDC, sustained in connection with this Agreement, to the maximum extent permitted by law.

6. Limitation of Liability

To the extent permitted by applicable law, and regardless of the legal basis for the claim(s), IIDC shall not be liable for any indirect, consequential, exemplary, punitive, special, or incidental damages, or damages for lost profits or revenues, arising under or in connection with this Agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. Further, IIDC shall not be liable to the Client for any damages arising as a result of the Client's own willful acts. Nothing contained herein shall operate as a limitation on the right of either party hereto to bring an action for damages against any third party, including claims for indirect, special or consequential damages, based on any acts or omissions of such third party. In no event shall IIDC's liability to the Client under this Agreement exceed the amount of fees paid and to be paid to IIDC from Client under this Agreement.

7. Relationship of Parties

The parties enter this Agreement as independent contractors, and nothing herein shall be interpreted to create any agency, partnership, or joint venture between them. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any intellectual property right arising out of the services performed under this Agreement by implication, license, or otherwise.

8. Governing Law

This Agreement shall be construed in accordance with and pursuant to the internal laws of the State of Indiana, without regard to choice of law rules. Further, the parties: (a) agree that litigation initiated by either party concerning the interpretation or implementation of this Agreement shall exclusively be brought and litigated in a state court of competent jurisdiction in Monroe County, Indiana, or in federal court in the Southern District of Indiana; (b) consent to the personal jurisdiction of such courts; and (c) waive any defense of forum non conveniens.

9. No Assignment

Neither party may assign this Agreement, or any portion thereof, without the express written consent of the other party.

10. Waiver

The failure of either party to enforce a breach of this Agreement will not constitute a waiver of any future breach, whether similar or dissimilar in nature.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter described herein and supersedes any prior negotiations and agreements. This Agreement may not be modified or amended except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date above.

For The Trustees of Indiana University:

Name

Title

Signature

Date

Client:

Name

Title

Signature

Date